

Requirement checklist

Please see below the list of required documentation to open your account per client category. Kindly submit them along with this duly filled form		Client	Branch officer	KSL officer
Personal individual and joint accounts	1. Certified copy of ID/valid passport (Personal Detail/ Bio data page and Renewal page i.e. last three pages) for each account signatory (verifiable on IPRS)			
	2. Two recent coloured Passport size photograph/digital passport photo of each account signatory			
	3. Certified copy of bank statement/ cheque leaf /bank card (front side only)			
	4. KRA PIN Certificate for each signatory			
Junior Accounts	1. Parent /guardian's Certified copy of ID/valid passport (Personal Detail/ Bio data page and Renewal page i.e. last three pages) for each account signatory (verifiable on IPRS)			
	2. Certified copy of the minor's birth certificate or Passport.			
	3. Certified copy of minor's bank statement/ cheque leaf /bank card (front side only)			
	4. Parent/guardian's KRA PIN Certificate			
Kenyan Living in the Diaspora	1. Certified copy of a valid Kenyan ID/Kenyan passport (Personal Detail/ Bio data page and Renewal page i.e. last three pages)			
	2. Two recent coloured Passport size photograph/digital passport photo of each account signatory			
	3. Certified copy of bank statement/ cheque leaf /bank card (front side only)			
	4. KRA PIN Certificate			
	5. Client is introduced through the Co-op Bank diaspora banking department who verify KYC documents All forms and attachments should be stamped by a diaspora banking officer			
Foreign citizen living in Kenya	1. Copy of a valid passport			
	2. Two recent coloured Passport size photograph			
	3. KRA PIN Certificate			
	4. Introduction letter from the embassy (where the embassy is available in Kenya)			
	5. Copy of Valid work permit			
	6. Certified copy of bank statement/ cheque leaf /bank card (front side only)			
	7. All documents and attachments should be notarized/ locally certified by a notary public/embassy.			

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

For Official use:				

Official use	Maker	Sign	Checker	Sign
Name Perago				
Clear vision				
Registration				
Update				
No errors				
Mapped				

CLIENT CODE	CDS/DERIVATIVES ACCOUNT NUMBER	
-------------	--------------------------------	--

I/ we wish to open/amend a 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. I/We confirm that the information given herein is true and complete.

Account type: local Individual local Individuals/ Joint Foreign Individual Foreign Individuals/ Joint East African Individual

1st Applicant Select Mr. Mrs. Ms. Dr. Prof. Hon. Pst. Rev. Other _____

After 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
	Civil/Marital status	Other Nationality
	Date of Birth	Country of residence
	Passport Expiry Date	County/ State of residence
	Work Permit Expiry	Visa Expiry Date
	Email address:	
	Physical/residential address: Estate, Internal, Road, Street/road	
	Postal Address: P.O BOX, Locality, Town	

Specimen Signature (sign at the center of the box)	My phone number	My Other Phone number
	My Office Phone Number	TAX Country
	Occupation/ Nature of Business	KRA PIN/ TAX identification number

	Name of Employer	Job Title
	Employee Department/Unit	Employer Address
	Employer Phone Number	Employment terms: <input type="checkbox"/> Contract <input type="checkbox"/> Permanent
	Main Source of Funds	Other source of funds
	Monthly Income range (KES equivalent):	
	Next of Kin's Name	Relationship
	Next of Kin's ID No	Next of Kin's Phone No

2nd Applicant Select Mr. Mrs. Ms. Dr. Prof. Hon. Pst. Rev. Other _____

After 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
	Civil/Marital status	Other Nationality
	Date of Birth	Country of residence
	Passport Expiry Date	County/ State of residence
	Work Permit Expiry	Visa Expiry Date
	Email address:	
	Physical/residential address: Estate, Internal, Road, Street/road	
	Postal Address: P.O BOX, Locality, Town	

Specimen Signature (sign at the center of the box)	My phone number	My Other Phone number
	My Office Phone Number	TAX Country
	Occupation/ Nature of Business	KRA PIN/ TAX identification number

	Name of Employer	Job Title
	Employee Department/Unit	Employer Address
	Employer Phone Number	Employment terms: <input type="checkbox"/> Contract <input type="checkbox"/> Permanent
	Main Source of Funds	Other source of funds
	Monthly Income range (KES equivalent):	
	Next of Kin's Name	Relationship
	Next of Kin's ID No	Next of Kin's Phone No

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/IBAN:	

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

Online Share Trading (OST) (Tick Appropriately)

(We would like to be registered for Online Share Trading (OST) Yes No

(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>

Email Instructions (Tick Appropriately)

(We agree to be bound by terms and conditions pertaining to email and online services,

(Tick Appropriately): Yes No Email address: _____

Research and advisory (Tick Appropriately)

(We would wish to subscribe for Kingdom Securities research reports, stock meter, corporate actions, e.t.c

(I fully understand that opinions and material on the report are for information purposes only Yes No

Signing Instruction (Tick Appropriately)

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

Declaration

(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

(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 _____

(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.

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

This form is designed to assist you decide on which investment is best for you, based on your risk tolerance and acceptable return. Kindly indicate your choice by crossing or circling the option(s) that best apply to you.

I What is your age bracket?					
1. 18 - 30 years	2. 31 - 45 years	3. Over 45 years			
II How long do you want to invest?					
1. 0 - 3 years	2. 3 - 5 years	3. 5 - 7 years	4. Over 10 years		
III What type of savings or investments do you currently hold? (Please all tick where applicable)					
1. Bank savings	2. T/Bills	3. Business	4. Property	5. Unit trust	6. Off-Shore investments
IV What do you expect of your income in the next three to five years?					
1. Increase	2. Stay about the same	3. Decline / Stop			
V Which one of the following statements best describes your attitude towards investment risk?					
1. A sound and good understanding of investments and financial markets	2. A basic understanding of investments and financial markets	3. Very little knowledge of investments but have an interest	4. No interest or knowledge of any investments		
VI When I think of risk, the word comes to mind.					
1. loss	2. uncertainty	3. opportunity			
VII Which of the following do you feel best describes you?					
1. I would prefer a low risk investment and preserve my capital	2. I would prefer a mix of investments with low exposure	3. I would prefer a balanced portfolio with medium exposure	4. I would prefer an aggressive portfolio with a high exposure		
VIII What attracts you to an investment?					
1. Its good return regardless of the risk	2. A combination of security and income	3. Purely security			
IX Do you have an emergency fund?					
1. No	2. Yes, but less than six months' worth	3. adequate to last me more than 1 year			
X If I make an unrealized loss of 30% of my current investment it will					
1. not bother me and I'll give it time to grow back	2. be slightly concerned but be fine	3. give me sleepless nights and I'm likely to exit and invest elsewhere			

An average of your scores will guide your risk appetite.

Kindly get an average of your scores. _____

As per your score, your risk falls under:

0-1	Low	Focus on secure income stream Expect minimal growth on the capital invested Short to medium term preservation of capital
1 - 1.67	Moderate	Reasonable level of current income Expect moderate growth on the capital invested. Moderate volatility
1.68 - 2.35	Low-Medium	Stable income stream Modest growth on capital invested Medium to long term capital security Expect some protection against inflation
2.36 - 3	Medium	Moderate income stream & level of capital volatility Expect potentially high growth on invested capital Long-term return likely to be greater than inflation
>3	High	Moderate income stream & level of capital volatility Expect potentially high growth on invested capital Long-term return likely to be greater than inflation



CDS ACCOUNT OPENING (CDS 1) FORM

MINOR ACCOUNT OPENING FORM

CDA CODE

CDS ACCOUNT NUMBER (NEW/EXISTING)

MINOR'S DETAILS

PLEASE FILL DETAILS IN BLOCK

Gender Male Female

Surname* Other Names*

Investor Category* (tick as applicable): Local Investor (LI) Foreign Investor (FI) East African Investor (EI)

Passport/Birth Certificate No* Passport Expiry Date

Date of Birth* Nationality/Citizenship*

Postal Address Postal Code City/Town

Physical Location (Town/City) Country of Residence*

Telephone Number* Country Code

Email Address*

SIGNATORY DETAILS (PARENT/GUARDIAN)

PLEASE FILL DETAILS IN BLOCK

Surname* Other Names*

ID/Passport Number* Passport Expiry Date

ID Type* (tick as applicable): National ID East African ID Passport Alien ID

Relationship with the minor* Parent Guardian

Date of Birth* Nationality/Citizenship*

KRA PIN* Country of Residence*

Postal Address Postal Code City/Town

Telephone Number* Country Code

Email Address* Physical Location (Town/City)

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?

YES NO

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

TAX STATUS

Tax Exempt* Yes No (If Yes, please attach a copy of your tax exemption certificate)



PAYMENT DETAILS (DIVIDEND DISPOSAL AND PROCEEDS OF SALE)

(Tick where applicable) Domestic Bank International Bank Mobile Money Payment

BANK DETAILS

Account Name

Account Number Bank Name

Branch Code (Domestic Banks) Bank Swift Code (International Banks)

Currency (International Banks) EURO USD GBP KES USH TZSH RFRANC

Indicate any other currency

MOBILE MONEY PAYMENT DETAILS (Applicable only to Local Investors)

Mobile Operator Phone Number

PARENTAL/GUARDIAN CONSENT

For your child to open/maintain a securities account with us, we will need to process their personal data collected in this form. CDSC is fully compliant with the data protection laws in Kenya and prioritises your child's best interests as we process their data.

Please see the Privacy Notice attached to this form for more information on how we handle your child's personal data.

We do require your consent to collect and process your child's data.

I give my consent for my child's (Name)
personal data collected in this form to be processed by CDSC and the approved third parties for the purpose of opening/
maintaining a securities account with CDSC.

I confirm that I am above 18 years of age and have given this consent freely and on due authority.

Name (Parent/Legal Guardian)

Signature

INSERT SIGNATURE

Date

CLIENT DECLARATION

1. I/We certify that the information I/we have provided on this form and the documents I/we have attached are true, accurate and complete.
2. I/We declare that I am/we are the owner(s) of this CDS account.
3. I/We understand that any false or misleading information limits your ability to promote my/our right to privacy and when intentional, is a punishable criminal offence under the Laws of Kenya.
4. 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.
5. I/We authorize CDSC to use the information collected in this form to open and maintain our securities account and for other related purposes.
6. 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.
7. I/We confirm that the funds used in the investment in securities are not arising out of proceeds of crime, money laundering and/or any illegal activities.
8. I/We 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.



CLIENT DECLARATION (continued)

Parent/Guardian Name

Signature

Date

CDA SECTION

CDA DECLARATION

I hereby certify that I have verified the above information and that:

1. This form has been signed in my presence.
2. To the best of my knowledge and information, the name of the securities account holder as it appears on the account opening form refer to one and the same person/entity.
3. The person signing the account opening form has the proper authority to do so and I have examined the necessary documentary evidence.
4. We indemnify CDSC against any claims arising out of the failure to verify any information provided by the account holder.

Witnessed and verified by

Designation

Signature

Date

Authorized by

Designation

Signature

Date

CDA Stamp

Attachment checklist (certified copies):

- | | |
|---|---|
| <input type="checkbox"/> ID/Passport of guardian/parent. | <input type="checkbox"/> Certified copy of KRA PIN certificate of guardian/parent |
| <input type="checkbox"/> 1 recently taken passport photos for minor and parent/guardian | <input type="checkbox"/> Certified copy of Tax exemption certificate (where applicable) |
| <input type="checkbox"/> Minor birth certificate or passport. | <input type="checkbox"/> If not parent, produce Guardianship orders |



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 agreements 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 whatever form that is legally acceptable in 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:

- 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) "CDA" 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 statutory agency that regulates the capital markets in Kenya.
- e) "NSE" means the Nairobi Securities Exchange, the organized platform where the buying and trading of multiple securities of public companies occurs.
- f) "Pledge" means the use of securities held in a securities account as collateral to secure borrowing.
- g) "Pledgor" 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 programs performed, offered or facilitated by the CDSC in relation to a CDS account and in particular are not limited to account opening, account maintenance, account operations, securities custody, securities transfer, securities pledging, securities relating, immobilization, Securities Lending and Borrowing, Mobile apps, Chatbots, Web portals, SMS alerts, USSD short codes.
- k) "Basic 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. INTERPRETATIONS

- 2.1 The clause headings in this terms and conditions document have been inserted for purposes of convenience only and shall not be taken into account in its interpretation.
- 2.2 Any reference to statutes, enactments or by-law shall be a reference to that statute, enactment or by-law as at the operative date and therefore 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 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 At our discretion in 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 wife, only a parenting/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 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/ App/ portal and you do not tell CDSC that your information and credentials are at risk, CDSC will consider 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 filing out the prescribed forms as per the Central Depository Operational Procedures.

4.3 Securities Pledge

- 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 collaterals may not be traded or otherwise transferred until the pledge is discharged and the security returned.
- 4.3.3 All the proceeds coming 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/ or 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 to other institutions 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 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 designated 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 solely on request and on payment of the prescribed fee.
- 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 or restricted from a court order, or regulatory sanction by CMA 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, for (N), you shall send clear instructions to the CDSC through the CDA to facilitate account suspension.
- 5.2.3 You shall be entirely responsible for other corporate actions that occur 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, NSE or by CDSC in the circumstances as 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 inaccurate investor 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 everyone named on your joint account, together and as individuals. You can give us instructions about your joint account(s) in line with the opening mandate provided in the account opening mandate 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 issue that you or jointly give us instructions or furnish us 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 for the CDS account by providing identity and support and changing the account mandate.

8. PRIVACY, CONFIDENTIALITY AND NON-DISCLOSURE

- 8.1 In our handling of all your personal data, CDSC undertakes to adhere to the fullest extent possible, to the principles of data protection and statutory requirements equivalent to the Central Depositories Act, Rules and Procedures issued thereunder, the Kenya Data Protection Act No. 24 of 2019 and Regulations thereunder, the EU General Data Protection Regulation 2016 and the various international best practices on data protection.
- 8.2 Any information that you provide us is subject to our Privacy Policy, which governs the 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 the transfer, exchange, processing and storage of the information in accordance with the Privacy Policy and the Law 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 affiliate 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 state-licensing agencies, including third-party auditors and processors, agents, and third-party service providers that process your personal data in connection with us or on our behalf. These third-party providers, whether local or non-local, are contractually obligated to protect 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.
 - 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.
 - 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.
 - Unless otherwise specified, you need to give us 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.
 - We may carry out further processing of your personal data for historical, research and statistical purposes or to comply with our legal obligations.
 - Except for the circumstances of permitted disclosures stipulated under the Central Depositories Act and other legislation, CDSC may only disclose information regarding a CDS Account on instructions from you.
 - As part of offering 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 automated decisions that may impact you. If any are unhappy about the outcome of any decision, please contact CDSC or your COA.
 - 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 de-identified. You understand that even if you revoke 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 sharing any of your personal information that is already in our possession.
 - To the extent that the laws of Kenya permit, you have the following rights regarding your personal information:
 - To access your personal information that we have on record. To ask us to correct any incorrect personal information in our records. These requests must be made in writing. To ask us to delete or destroy your personal information. You can also direct us 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 remains subject to regulatory retention periods, which means we may not be able to delete or destroy your personal information immediately upon request. We may also ask us to port your personal information to another party in line of applicable Kenya data privacy legislation.
 - If you have a concern relating to the protection of your personal information, including how we collect or processed 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 controls and safeguards relating to international sanctions, the detection and prevention of financial crime, and prohibited business activity both within and outside Kenya. We also have various reporting obligations under the Kenyan Anti-Money Laundering Act, and the US FATCA. These obligations, controls and safeguards may relate or pertain us from providing our products and services to you, or require us to terminate this Agreement and our agreement for particular products and services, subject to any restrictions imposed by law without prior notice to you.
- 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. ACKNOWLEDGEMENT OF RISK

- 11.1 You hereby accept that there are risks inherent in and associated with the investments it executes that may either result in profits or losses.
- 11.2 The CDSC shall not be liable for any error of judgment or mistake of law or fact by any law 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 invalid, legal 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 hereof 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:
 - A functioning e-mail address on your profile website
 - A functioning telephone number on 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 receive any telephone number and email address provided on functioning you will not receive important communications from us that may affect your legal position.
- 13.3 Delivery of Communication.
 - You agree as follows: When we send you an email, SMS, or other electronic message, they are deemed to be delivered by the end of the day we send them (the Electronic Communication Delivery Period) unless you can prove otherwise through our interface.
- 13.4 Business Days.
 - In these Terms and Conditions, and any 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 (e.g. mobile network providers, internet service providers, SaaS providers, and cloud providers).
 - 13.5.2 We acknowledge 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 dropped transactions.
- 13.6 Our Payment Services.
 - 13.6.1 We will, from time to time, enter into agreements with third party commercial partners that they will provide certain monetary 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 T&Cs will be published on our website. Any addition or alteration of these Terms and Conditions made by us in force 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 services that our authorized staff or CDSC agree 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 prohibited 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.



- 13.8 **Waiver of Our Rights.**
We do not always assert our rights, if doing so means we have given them up.
- 13.9 **Conflicts with other Agreements.**
If there is a conflict between these Terms and Conditions and any other agreement you have with 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 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 non-exclusive jurisdiction of the Kenya courts.

ABRIDGED 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/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 engages agents known as Central Depository Agents (CDAs) who assist us in opening and maintaining your account. Maintaining your account involves account record-keeping, transactions, closure and suspension of accounts, withdrawals, transfers, pledges, releases & redemptions.

- 2. SCOPE OF THIS PRIVACY NOTICE**
This privacy notice applies to our investors (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") 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, Stock Registrar or Registrar such as 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 must also state that they have notice of this privacy notice and have consented to you disclosing such 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: Details including your name, gender, photograph, contact data (telephone number), email and postal address, identification information (ID/Passport), financial data (bank account number, NTA/NT number, source of funds, dividend statement preference), Number, location data, national ID, sensitive personal data such as information relating to your gender, next of kin or your child where you open an account on behalf of your child and data relating to registration and maintenance of your account, and activities on any of our websites and information related to your online activities 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 to 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, disactivation, closure 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. LEGAL 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 wish to contact you for direct marketing purposes, as a requirement for performance of a contractual obligation, for compliance 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, literature, scientific 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.

16. 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 your information and to ask us to correct, delete and restrict the use of your information. Additionally, you have the right to object to your information being used by us and to restrict your personal data in a structured, commonly used, and machine-readable format and to transmit the data 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 limit or mention in any 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 in detail, please contact us at cdsc@cdsc.or.ke.

- 8. SHARING YOUR PERSONAL DATA**
CDSC shares your personal data internally (in a need-to-know basis). CDSC may also share your data with CDSC's regulators, share registrars and other intermediaries or act as the 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 secure your data whenever we share it with third parties. We share your personal data with CDSC, with relevant agents (CDA), 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 takes all reasonable steps to secure your data whenever we share it with third parties.

- 9. DATA SECURITY**
CDSC shall take appropriate technical, physical, legal, operational, and organisational measures, which are consistent with applicable privacy and data security laws and its data protection policy to ensure confidentiality, integrity, and security of your data through controls around information classification, access control, cryptography, physical and information security, environmental security and recovery, 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 immediately delete, erase, or destroy your personal data when 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, fraud prevention or other legitimate purpose.

- 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 info@cdsc.or.ke or call us via +254(0)713880. Alternatively, you can write to Central Depository and Settlement Corporation Limited, Empire Towers, 10th Floor, Lydiate Road, Westlands, P.O. Box 3484-00100 Nairobi. We may contact you periodically to verify your personal information and to inform you of any change.