



CLIENT APPLICATION FORM

Personal Account

Account Number



OMNI MARCHÉ
SÉCURITÉ AFRICA LIMITED

CLIENT APPLICATION FORM



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13th Floor, 4th Avenue Towers, Bishop Road, Upper Hill, Nairobi. P.O BOX 2151 - 00202, Kenyatta, Nairobi

Office Line: 0709 004 300 / 0724 226 600 Call Centre: 0709 004 330 / 331 / 332 Email: info@omsafrica.co.ke

Passport size

color photo

SECURITIES ACCOUNT OPENING/ MAINTENANCE FORM

NEW or EXISTING CDS Client Identification Number (Delete as appropriate)

B 0 8

A) PERSONAL ACCOUNT DETAILS

1) Primary Account Holder

MR ☐ MRS ☐ MISS ☐ OTHER ☐

Surname Other Names

Place of Residence *Date of Birth

Postal Address Code City/Town

Telephone number (s) E-mail

Fax Number Cell

Nationality ID/Passport No.

Client Category (Tick as applicable)

Local Individual (LI) ☐ Foreign Individual (FI) ☐ East Africa Investor ☐

2) Secondary Account Holder (for Joint account holders only)

First Name(s) Surname

ID/PASSPORT Number : Nationality

Place of Residence Town

Postal Address Post Code City/Town

Clients Occupation Place of work

Telephone number (s) office Mobile

Home Fax :

Email Address:

KRA PIN No.

Contact Persons (Next of kin)/ Alternate Contact

First Name(s) Surname

ID/PASSPORT Number : Nationality

Postal Address Post Code City/Town

Telephone number (s) office Mobile

Home Fax :

Email Address:

Joint Account

YES ☐ NO ☐

if more than 2 joint holders
details of the other to be on
the another form signed by all

Are you Tax exempted?

YES ☐ NO ☐

If yes, attach a certificate copy
of tax exemption certificate

3. Bank Account Details

(i) Bank Details

Local ☐Foreign ☐Account Name Account Number Bank Branch: Country Sort Code/ Routing Number/SWIFT number/IBAN Number

Dividend disposal preference (Tick where applicable)

By bank ☐ By cheque ☐

4. Account Mandate

Applicable for Joint accounts(Tick appropriate box)

☐ Single ☐ Either to sign ☐ Jointly ☐ Other(please specify).....

5. Details of Third party(ies) Authorized to operate the account(if applicable)

Please complete the Particulars Schedule for each person listed below

1. Authority

a. Full legal Name

b. Please supply the documentary proof of authority to open and/ or operate the account (e.g.Power of Attorney)

Contact Persons (Next of kin) (for Joint account holders only)

Relationship to Account holder First Name(s) Surname ID/PASSPORT Number : Nationality Postal Address Post Code City/Town Telephone number (s) office Mobile Home Fax : Email Address:

3. Beneficiary Details

Are you acting on behalf of or for the benefit of another person (the beneficiary)?

☐ Yes ☐ No

If Yes, please provide details of the beneficiary as follows:

First Name(s) Surname ID/PASSPORT Number : Nationality Place of Residence Town Postal Address Post Code City/Town Clients Occupation Place of work Telephone number (s) office Mobile Home Fax : Email Address:

KYC REQUIRMENTS

OMNI MARCHÉ SÉCURITÉ AFRICA LIMITED is required under the Proceeds of Crime and Anti-Money Laundering Act 2009 to establish the true identity of its clients. In accordance with this Act we require the following additional information and documents with your application.

A. Please provide us with the following additional information

1. Your employment details

a) State your employment status

- ☐ Employed ☐ Self Employed ☐ Retired
- ☐ Unemployed ☐ Other(explain).....

b) In case you are employed, please provide

Your Present Occupation

Your Employer's Name

Your Employer's Address Post Code City/Town

Your Employer's Telephone Number Mobile

C) In case you are self employed, please provide;

Name of business
(If applicable)

Nature of business

Address of business Post Code City/Town

Telephone number Mobile

2. Source of Funds

a) State the source from which your income or wealth is mainly derived

- ☐ Salary ☐ Rental/Property sale ☐ Inheritance
- ☐ Dividends/Interest ☐ Maturing Investments ☐ Gift
- ☐ Lottery/Betting/Casino Win ☐ Retirement Provisions ☐ Savings from Income
- ☐ Sale of Investments ☐ Loan ☐ Other(explain).....

DECLARATION

We/Hereby:

- Request to open and maintain a Securities Account in my/our name /change particulars in my/our Securities Accounts as indicated above (Delete as appropriate)
- Affirm that all information in this form is correct.
- Undertake to notify my CDA any change of particulars or information provided by me/us in this form
- I / We the undersigned, confirm that I/We have read the terms and conditions and verify that the information provided above is **TRUE**. That the below will be used as specimen signatures for any transactions with OMNI MARCHÉ SÉCURITÉ AFRICA LIMITED

Name(s)

1	
2	
3	

Signature (s)

1	
2	
3	

Securities Account Holder's Authorized Signatory

Date...../...../.....

B. Please Provide us with the following additional Documents

Natural Persons

No.	Documentation Required	Primary Holder	Secondary Holder	Official Use
1.	Copies of identification documents e.g Identity Card or Passport			
2.	Copy of the utility bill of less than 3 months old.			
3.	Bank statement for the last 6 months.			
4.	Copy of KRA PIN No.			

FOR OFFICIALS USE ONLY**Received by**

Staff/Agent Name

Designation /Agency Name

Agent Code

Signature

Date

We carry out certain checks as confirmation of identity. If we are unable to obtain confirmation of your name from these checks, then we may require additional documentation to that listed above. Please note that any service you have selected only becomes fully operational upon receipt of the documents.

FOR OFFICIAL USE ONLY

Witnessed and verified by :

Name:

Designation :

Date :

Company
Stamp

Authorized by:

Name :

Designation :

Date :

Test Quotation & Answers (Only on Original)

GENERAL TERMS AND CONDITIONS

The relationship between the Client and OMNI MARCHÉ SÉCURITÉ AFRICA LIMITED (OMS) is governed by the Laws of Kenya, as well as the following terms and conditions apply and subject to any further agreement in writing:-

1. Interpretation

- 1.1 The clause headings in this agreement have been inserted for purposes of convenience only and shall not be taken into account in its interpretation.
- 1.2 Any reference to statutes, 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
- 1.3 Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders.
- 1.4 Where an obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation.
- 1.5 Any obligation on any party not to do or omit anything is to an obligation not to allow that thing to be done or omitted to be done.

2. Definitions

In this agreement the following expressions shall, unless the context otherwise requires have the meanings hereby assigned to them.

- (a) "Investment Account(s)" means an account opened in the name of the client (herein after defined) with OMS (hereinafter defined) for purposes of transacting in various Investment (herein after defined)
- (b) "Client" means an individual(s), company, self-help /welfare group, sole proprietorship, partnership or institutions that holds an Investment Account(s) with OMS
- (c) "Agent" means a person or company authorized to act on behalf of OMS
- (d) "Accounting opening form" means the form to be duly filled out and executed by the client requesting OMS to open an account and setting out terms and conditions to applicable in the opening and operation of the account.
- (e) "Authorized signatory" means the client or in relation to the client any person(s) authorized, as notified by the client in writing to OMS to operate an Investment account in accordance with the mandate. Reference to Authorized signatory shall include any duly appointed attorney of the Client.
- (f) "Attorney" means a person(s) appointed under a deed of attorney and introduced to OMS by the client to operate the client's Investment account.
- (g) "CMA" means the Capital Market Authority which is a statutory agency charged with the prime responsibility of regulating and developing efficient capital markets in Kenya.
- (h) "NSE" Means the Nairobi Stock Exchange where exchange of securities issued by publicly quoted Companies and the Government is done.
- (i) "CDS" means Central Depository System which is Computer system that facilitate holding of securities in electronic accounts
- (j) "CDSC" means the Central Depository and Settlement Corporation which oversees the management of CDS.
- (k) "Trading session" means the hours between 0900 hours and 1500 hours during which the NSE is open.
- (l) "Business Day" means any day which is not an official public holiday, Saturday or Sunday and if any such day is not a business day, then the next Business Day is immediately succeeding that day.
- (m) "Branches" means the place where OMS is licensed to provide Investment product and services.
- (n) "Fees" means the costs, charges and expenses as more particularly set out in condition 6.
- (o) "Foreign Currency" means a currency denominated other than in Kenya Shillings.
- (p) "Instructions" means, including but not limited to a written request by the client, Agent, Authorized Signatory and or Attorney to OMS to make any purchase and or sell on his/her behalf various investments into or from the Investment account, or to make payments or transfers out of the Investment account or to provide any ancillary service(s) thereto. The client authorizes OMS to accept instructions in relation to the Investment Account communicated by the client and or any of the authorized Signatories through the facsimile transmission, e-mail, registered post or hand delivery.
- (q) "Investments" means products and services offered by OMS as a duly certified and authorized stock broker which products and services include but are not limited to stock broking.
- (r) "Mandate" means the authority given by the client to OMS to operate the Investment account as set out in the Account Opening Form.
- (s) "OMS" means Omni Marché Sécurité Africa Limited (OMS) of P.O Box 2151, 00202 Nairobi Kenya having its registered office and Head Office at 4th Avenue Towers, Bishop Road, Upper Hill, Nairobi, which expression shall include without limitation its permitted successors in title and assigns.
- (t) "Statement" means the record prepared by OMS from time reflecting the number and nature of transactions and activities which have been made in and out of the Investment account.
- (u) "Terms and conditions" means these general terms and conditions.
- (v) "Specific terms and conditions" means the terms and conditions that may be published by OMS from time in relation to a specific product and/or service (or otherwise) provided by OMS
- (w) "Related Party or Issuer" means a party related to OMS through the ownership of or direction of control over voting securities of the parent company of OMS or where OMS exercises controlling influence over that party.
- (x) "Trust" means an arrangement in which an individual (the trustor) gives fiduciary control of property to a person or institution (the trustee) for the benefit of beneficiaries.

3. Account opening form

- (a) OMS may but shall not be obliged upon receipt of the Account Opening Form together with all the supporting documentation required open an Investment account.
- (b) OMS shall only be obliged to maintain the operation of the Investment account subject to the Client's compliance with these Terms and Conditions, any specific Terms and Conditions, the Laws of Kenya and any other express or implied terms regulating the conduct of Investment accounts in Kenya.

4. Client's Contacts

- (a) The Account will be operated in the name of the Client and OMS shall require satisfactory proof of the client's name, registered address, telephone, fax numbers and email address(s) including changes thereof (if any) and may refuse to act upon the Client's instructions until these requirements are met.
- (b) The contact details provided by the Client in the Opening Form shall be considered the client's contact details for purposes of the Investment account. All communication by OMS to the client will be sent using the said contact details unless otherwise specified in writing by the Client and in the event of any change to this address; the client shall be responsible for advising OMS in writing.

5. Client's Instruction(s), Authorization and Acknowledgements:

- (a) The Client hereby authorizes OMS to comply with all instruction(s) given in respect of the Investment account as instruction(s) properly authorized by the Client even if they may conflict with any other mandate given at any time concerning the Client's Investment account/or Investments.
- (b) The Client agrees that such instruction(s) shall be binding on the Client upon transmissions to RSL and the instructions cannot be changed or withdrawn without OMS's consent and that OMS is not obliged to check further on the authenticity of such instruction(s)
- (c) The Client authorizes OMS to accept receipt of the instructions in relation to the Investment Account issued by the Client and or any of the Authorized Signatories, Attorney and or Agent. Any waiver of this condition by OMS will not absolve the Client or his/her authorized Signatory from taking up delivery of investment duly purchased by OMS on behalf of the client or his/her Authorized Signatory and to pay OMS any amount due on any such purchase.
- (d) The client authorizes OMS, subject to opening an Investment Account, to hold on its behalf, for safekeeping any money and/or investments the Client delivers to OMS or which OMS buys or receives on its behalf as client's money or Clients assets. In the event that OMS sells any investments held in safekeeping and re-invests the proceeds for the client's Investment Account, OMS will hold the same in safekeeping on the same basis.
- (e) Instructions received and acknowledged by OMS from the Client on a business day before noon, shall be acted upon on the same day provided the account has sufficient funds. Instructions received thereafter or on a day other than Business Day, shall be processed by OMS on the next succeeding Business Day.
- (f) The Client may, prior to receipt of a written confirmation OMS cancel any instructions given where OMS has not acted upon the said instructions. Where OMS has already acted upon the client's instructions OMS may subject to certain conditions and depending on whether any other third party is involved in which case OMS may already be irrevocably bound to process such instructions, cancel such instructions.

GENERAL TERMS AND CONDITIONS (Continued)

- (g) OMS may upon giving reasonable prior written notice to the Client refuse to act upon the instructions, if:
 - i. The instructions are not clear.
 - ii. OMS has reason to believe that the instructions did not originate from the client;
 - iii. The instructions have not been given in accordance with the terms and conditions; and
 - iv. OMS believes that in carrying out the instructions, a law, regulation, code or other duty or obligation which OMS is required to comply with may be breached.
- (h) OMS shall in no way be liable for any loss, damage, cost or expense in respect of any order, communication or instruction from the Client which has not been given in writing. OMS shall not accept and act in accordance with order, communication or instructions which have not been given in writing by the Client.
- (i) All communications from OMS shall be deemed delivered whether actually received or not upon the receipt of a clear transmission report in the case of facsimile and telex transmission; upon receipt of a delivery receipt in the case of e-mail transmissions and after 5 days in the case of pre-paid registered mail where it can be proved that the communications was correctly addressed.
- (j) Order cancellations will only be effected before 9.00am on Business Day. Thereafter, any intraday cancellation will take effect after 4.00pm.

6. Advice

- (a) The Client acknowledges that:
 - (i) OMS's affiliates and officers, directors and employees of OMS and such affiliates may engage in transactions or cause or advise other clients to engage in transactions which may differ from or be identical to the transactions engaged in by OMS for the Client.
 - (ii) OMS shall not have any obligation to engage in any transaction for the Client or recommend any transactions to the Client which any of OMS's affiliates or any of the officers, directors or employees of OMS or OMS's affiliates may engage in for their own accounts or the account of any other client, except as otherwise required by applicable law.
 - (iii) To the extent permitted by law, OMS shall be permitted to bunch or aggregate orders for the Client with orders for other accounts, and where there is a limited supply or market for a security, OMS makes no assurance for equality among all clients' accounts but will use its best efforts to fairly allocate opportunities among all accounts.
- (b) OMS makes no representation as to the success of any investment strategy or security recommended or selected by OMS to or for the Client and none of OMS, its officers, directors or employees shall be liable to the client for any error in judgment or any act or omission to act, provided that OMS, its officers directors and employees shall at all times act in good faith and exercise the reasonable duty of care expected.
- (c) OMS may appoint one or more sub-managers or retain or otherwise avail its self of services or facilities of other persons or organizations (which may include affiliates of OMS for the purpose of providing OMS or the Client with statistical and other factual information, such advice regarding economic factors and trends, such advice as transactions in specific securities or such other information, advice or assistance as OMS may deem necessary appropriate or convenient for the discharge of its obligations hereunder or otherwise helpful to the client.
- (d) By reason of OMS's activities and other activities of its affiliates, OMS may acquire confidential information or be restricted from initiating transactions in certain securities. The Client acknowledges and agrees that RSL will not be free to divulge to the client, or to act upon, any such confidential information with respect to OMS's performance of this Agreement and that due to such restriction, OMS may not initiate an information and advice furnished by either party to this Agreement to the other shall be treated as confidential and shall not be disclosed to third parties except with prior written consent or the other party or as otherwise required by applicable law.

7. Fees and charges

OMS is entitled to be paid by the Client and or debit the Client with:-

- (a) Brokerage commission unless otherwise agreed in writing at any rate or rates as determined by OMS from time to time but not exceeding the maximum allowed by law, which rate or rates may be different for different Investment accounts. Such commission is calculated per transaction and debited immediately. The commission is pegged on the consideration of each transaction. Consideration is computed from the number of shares multiplied by the share price. Such commission is payable notwithstanding the determination of the relationship of OMS and the client until sums due to OMS from the client have been paid in full, as well as after or before any judgment.
- (b) Fees and Levies: Additional cost per transactions includes, Capital Markets Authority, Nairobi Stock Exchange and Central Depository Settlement Corporation, Fees and Levies amounting to total approximately 0.32 % of the consideration per transactions. The Client agrees to pay OMS brokerage commission at 1.78% per transaction computed as 1.78% of the transaction as per Capital Markets Authority regulations as published from time to time.
- (c) Legal Charges: Advocate and client charges incurred by OMS in obtaining legal advice in connection with the client's dealings with OMS or incurred by OMS in any legal, arbitration or other proceedings arising out of or connected with such dealings.
- (d) Other charges and expenses: in addition to the debits authorized by sub- clauses (a),(b) and (c) of this clause, all other proper expenses and charges including but not limited to, postage, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Client's requests or in maintaining the Investment account.

8. Default

- (a) where a Client is indebted to OMS, OMS has a general lien over all property/assets of the client in OMS's possessions, including but not limited to funds held under the Client's Investment Account and Securities in OMS's custody. RSL may also cancel any outstanding orders or commitment made by it on behalf of the Client.
- (b) Where the client is indebted to OMS a right of set off on all securities asset out in paragraph (a) hereof shall be held as security for the debt and against which OMS shall have a legal right of set off.
- (c) OMS may at any time give the client notice in writing that if accrued debt is not paid within a period being not less than 7 days of the date of the notice then OMS may without further notice realize sufficient of the Client's assets to discharge the debt. Any sum remaining after such a transaction will be held for the Client account subject to these terms and conditions.
- (d) Any part payment made by the Client will be accepted strictly on account and without prejudice to the OMSL rights.
- (e) OMS is under no obligation in respect of any sale under sub-clause (c) than for bad faith.

9. Partnership Accounts

In the event of the Client being a partnership the following additional provisions apply:-

- (a) All liability of the partners is joint and several.
- (b) Upon any change in the constitution of the partnership, the partners will sign a new mandate.
- (c) A mandate remains in force and may be acted upon by OMS until it has been revoked in writing by all or any of the signatories or until it has been replaced by a new mandate.

10. Locking of Accounts.

OMS may at any time freeze any account of the Client if and so long as there is any dispute or OMS has doubt for any reason (where or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of its own initiative for the determination of such dispute or doubt.

11. Joint Accounts.

In the event of two or more clients holding a joint account the following additional provisions apply;

- (a) On the death of any one of the client, OMS shall treat the survivor(s) as the only person entitled to the Client's investments.
- (b) Any instructions, notice, demand, acknowledgement or request to be given by or to the Client under these General Terms and Conditions may be given by or to any one of the Clients. OMS need not to enquire as to the authority of the person. That person may give OMS an effective and final discharge in respect of any of OMS obligations.

12. Conflicts of Interest.

OMS may deal in securities in a related party or issuer provided the terms are reasonably comparable to that generally available elsewhere and the transaction is judged by OMS to be appropriate in relation to the portfolio.

GENERAL TERMS AND CONDITIONS (Continued)

13. Settlement

- (a) The Client accepts the entire risk in any transaction effected by OMS as its agent where the delivery or payment of any securities is to be effected by a third party and acknowledges that OMS's obligations to deliver such securities or to account to the proceeds of the sale of the securities shall be conditioned upon receipt by OMS of deliverable documents or sale proceeds from the third party to the transaction. The Client also acknowledges that in the case where the offeree has assented to an offer the settlement may be delayed where delivery can only be completed by the issue of the securities by the offeror.
- (b) Any transaction where OMS delivers securities or pays money to the Client or to its order at that time or subsequently but the Client's obligations are not performed simultaneously with or prior to OMS's obligations then the Client agrees to hold on trust any securities or money received from OMS until its own obligations to OMS are fully performed.

14. Termination and Effects of Termination

- (a) This General terms and Conditions are effective from the date on which both the Client and OMS have signed it, as shown on the last page of this GTCs and shall continue to remain in full force until either party terminates by giving fourteen (14) days written notice to other party. Termination should be effected five working days after the last transactions.
- (b) OMS will complete any transactions that have been executed during the notice period.
- (c) The Client further agrees that any termination shall be subjected to the proper settlement of all transaction and any amounts due to either the Client or OMS at the date of termination and shall not affect any warranties, representation, undertakings and/or indemnities made by the Client or OMS which shall continue to remain in full force and effect. Any amount due to the Client or OMS becomes due or payable on demand.
- (d) In the event of any termination OMS will immediately, deliver to the Client all its investments and cash which are held subject in every case to the prior payment, satisfaction and discharge of all liabilities outstanding from the Client to OMS

15. Acknowledgement of Risk

- (a) The Client and accept that there are risks inherent in and associated with the Investments which may result in significant losses.
- (b) The Client acknowledges and undertakes to obtain independent professional advice that they can consider necessary in respect of the risk involved.
- (c) The Client acknowledges that there are no guarantees of profit or freedom from losses and acknowledges that they have not received any such guarantee from OMS, its agents, employees and or representatives and that these terms and conditions has not been given in consideration of or in reliance upon any such guarantee or similar representation.
- (d) Save to the extent caused by the negligence, willful default or fraud of OMS, the client agrees not to hold OMS responsible for any losses incurred by following its investment recommendations or those of its employees, agents and or representatives.
- (e) The Client acknowledges that OMS's affiliates, officers, directors, employees and or agents may engage in transactions or cause to advise other clients to engage in transactions which may differ from or be identical to the transactions engaged in by OMS on behalf of the Client.
- (f) The Client acknowledges that in giving instruction(s) to OMS they do so in reliance of their own judgment and OMS does not owe the client any duty to exercise judgment on their behalf as to the merit or suitability of the transaction as instructed.
- (g) Save to the extent caused by the negligence, willful default or fraud of OMS, OMS shall not be liable to Client in any way whatsoever in respect of any such advice given or opinion expressed.

16. Authorized Signatory & Specimen Signature

- (a) The Client may, subject to prior notification to OMS, appoint such person to give instructions in relation to the investment Account on behalf of the client, and OMS shall, subject to these terms and conditions relative to the Investment Account, the scope of the authority of the Authorized Signatory as set out in the Client's Mandate and Capital Markets laws and regulations, honor and comply with all instructions issued by the Authorized Signatory subject to the following terms and conditions.
 - i. (If Agent) the Client shall be required to complete and execute the letter of Agent Authorization and indemnity to OMS specifying the terms of the Agent.
 - ii. (If an Appointed Attorney) the client will be required to provide OMS with a certified copy of the document appointing the Attorney and to introduce them to OMS
- (b) Unless otherwise advised by client in writing, the Client's Agent and/or Attorney shall be duly authorized, and will continue to be so authorized, to operate the Investment Account and will be required to comply with these terms and Conditions and all applicable Laws while operating the Investment Account.
- (c) The Client understands and agrees that, save to the extent caused by the negligence, willful default or fraud of OMS, OMS shall have no liability for any losses resulting from or arising out of OMS's reliance on any instructions received from an authorized signatory and shall indemnify OMS against all action, liabilities, losses, claims, demands, cost and expenses that may be directly suffered, incurred or awarded against OMS
- (d) The Client will be required to give in a form acceptable to OMS, the specimen signature(s), a certificate ID copy and 2 passport size photos of any person(s) authorized to operate the Investment Account.

17. Representation and Warranties

- (a) the Client represents warrants that:
 - i. all the information given in the Account Opening Form and any other documents provided to OMS are as far as the client is aware, authentic, true and accurate in all material respects and shall continue to be true and accurate during the continuance of the Client's relationship with OMS and the Client acknowledges that OMS may reasonably require any other receipt, evidence, document or written confirmation to satisfy OMS that any statutory or regulatory requirement has been satisfied.
 - ii. These terms and Conditions and any other documents provided by the Client to OMS, once executed by the client constitute valid and legally binding obligations enforceable in accordance with its terms.
 - iii. All necessary licenses, authorizations, consents, approvals and authorities have been obtained to enable the Client to effect all the transactions pursuant to this terms and conditions.
 - iv. That the funds used to effect the transactions do not arise out of the proceeds of any money laundering or other illicit activities.
 - v. That the client has complied with all rules and regulations relating to its operational activities.
 - vi. If any of the information contained in the Account Opening Form or any other information or documentation provided to OMS by the client should change, then the client shall notify OMS as soon as reasonably practicable of such change.
 - vii. The client shall indemnify OMS for any direct losses suffered by OMS (including any cost incurred in securing and enforcing its rights thereof) should any representation or document provided hereunder be false or misleading; and
 - viii. The client confirms that it has sought and obtained independent legal and financial advice and has understood the legal and financial implications to OMS with regard to these Terms and Conditions and the transactions contemplated therein and in particular to the Client OMS
- (b) on a continuing basis, OMS represents and for the benefit of the client that:
 - i. It is a registered as a Stock Broker by the Capital markets Authority and thus authorized to carry on business as a member of the Nairobi Stock Exchange.
 - ii. It has the power to execute and deliver the terms and conditions and to perform its obligations under this terms and conditions.
 - iii. The entering into this agreement and the undertakings given in terms of this Agreement is not in breach of any laws, regulations or license conditions.
 - iv. It has no outstanding commitments or obligations, contractual or otherwise which would impede its ability and right to enter into this agreement and /or fulfill its obligations hereunder.

18. Conditions Precedent

The client authorizes OMS to make any enquiries it may deem necessary in respect of opening any Investment account.

GENERAL TERMS AND CONDITIONS (Continued)

19. Confirmations and statement

- (a) OMS shall provide the client with a Statement from time to time (unless otherwise requested by the client in writing in which case OMS may charge the Client for the issuance of the Statement and debit the Client with additional costs thereof.)
- (b) The Client acknowledges and agrees that the contents of the Statement or any certificate to which client has not objected to within thirty (30) days from the date of Statement shall be deemed approved by the Client and shall not thereafter be challenged by the Client on any ground whatsoever.
- (c) Subject clause 17(b) above, the Client acknowledges and agrees that the Statement or certificate issued to any Authorized Signatory of OMS as to any matter relating to the Investment Account and /or any other dealings with the Client and OMS shall for all intents and purpose including any legal or other proceedings, be inclusive and binding upon the client in the absence any manifest error.

20. Exclusive of Liability

- (a) OMS shall not be liable for any loss or damage (whether consequential or otherwise) respect of:
 - i. Any act or omission including any breach of its obligations under these terms and conditions caused by and unforeseeable circumstance beyond OMS's reasonable control ("force majeure" including but not limited to fire, strike, insurrection or riot, floods, embargo, theft or burglary, communication failure, inordinate delays in transmission of communication or transportation terrorism, war or the requirement of any civil or military authority.
 - ii. The failure or non-performance of any information technology software or hardware packaged which shall have occurred directly or indirectly as a result of any adverse power fluctuation damage resulting from fire, water, accidents, spillage of fluids, connections to improper power supplies, faulty or incorrect electrical wiring or connection.
 - iii. The validity, authenticity, regularity or value of any documents relating to investments.
- (b) Without prejudice to these terms and conditions above, where OMS is found to be liable to the client for any loss or damage resulting from negligence, willful, delay or error in carrying out to instructions, OMS's liability shall be limited to the aggregate of:
 - i. The amount of such direct loss, injury or damage and
 - ii. The amount of any interest not received, or any interest that the client has had to pay as a result of such failure, delay or error.

21. Indemnity

Save to the extent caused by the negligence, willful default or fraud of OMS the Client hereby indemnifies OMS for any direct losses or damages suffered by OMS as a result of:

- (a) Any incorrect information provided by the client or any other person at the Client's request or,
- (b) Any transaction or activity as a direct result of the instructions being deemed to be found suspected as being an illegal, fraudulent or suspicious transaction or activity.
- (c) As a result of forgery perpetrated by an employee, servant, agent, contractor or subcontractor of the Client.

22. Assignment or Transfer

The client shall not be entitled, without the prior written consent of OMS, to assign and /or transfer all any of its rights, benefits and obligations under these Terms and Conditions to any person at any time.

23. Variation & Amendment

Any addition or alteration of these Terms and Conditions made from time to time by OMS of which notice has been given to the Client shall be binding upon the Client as fully as if the same were contained in these terms and conditions.

24. Disclosure of Information

OMS may not without the Client's prior consent, disclose any information about the Client or any other person relating to the Investment Account, to any other third party other than in the following circumstances:

- a) With the prior written approval of the client to selected agents, associates or subsidiary companies of OMS for the purpose of lending and/or with the aim of developing new products and improving services and benefits to its client with the understanding that the information will be kept confidential.
- b) Under any applicable law or regulation, where OMS is legally compelled to or it is in the public interest to disclose such information

25. Severability of terms

- a) 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 those provisions is or becomes invalid, illegal or unenforceable, the validity, legally and enforceability of the remaining provisions shall not in any way be affected or impaired.
- b) 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.

26. Notices

- (a) Any notice, statements, letter or other communication from OMS to the Client shall be sent to the address of the Client as specified in the Account Opening Form and shall be deemed to have been received by the Client (unless otherwise provided for in the specific terms and conditions relating to the Investment Account)
 - (i) If delivered personally at the date and time of delivery
 - i. If sent by post, within five (5) days from the date of dispatch.
 - ii. If sent by facsimile, on receipt of delivery complimentary slip
 - iii. If sent by airmail within three (3) days after dispatch
 - iv. If sent by electronic mail (email), telephone or internet, at the time when the message is indicated as delivered and if sent by telex, when the proper answerback message is received; and
 - v. In the case of posting it shall be sufficient to prove that the communication was properly stamped and addressed.
- (c) Any notice, letter or communications addressed to OMS shall be in writing or where with the prior approval of OMS, by email, facsimile, SWIFT, telex and or such other means as OMS may approve from time to time and shall be addressed to the General Manager (the branch in which the investment Account has been opened), Omni Marché Sécurité Africa Limited, P.O Box 2151, 00202 Nairobi Kenya

27. Governing Law & Jurisdiction

The Account Opening Form, these Terms and Conditions and any other documents required to be executed by the Client in connection with the Investment 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.

28. Intention to be Bound & Independent Legal Advice

- (a) The client, the authorized Signatory (s) and any Agent (and every other person connected to the Investment Account) has executed these Terms and Conditions with the intention to be legally bound by the contents herein.
- (b) The Client hereby agrees and confirms that they have read and understood these Terms and conditions and have sought and obtained independent legal and financial advice regarding the legal, tax, financial or other implication arising under these Terms and Conditions and have sought and obtained independent legal and financial advice regarding the legal, tax, financial or other implication arising under these Terms and conditions.

29. Miscellaneous

- (a) No indulgence by either Party in respect of any of its rights there under will operate as a waiver of that Party's rights.
- (b) The Client acknowledges that no representations or in documents to enter into these terms and conditions have been made whether orally or otherwise by OMS other than those specifically referred to herein.



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