



**BENEFICIARY INFORMATION:**

Title: \_\_\_\_\_ Surname: \_\_\_\_\_

Given Names: \_\_\_\_\_

Gender:

M  F

Date Of Birth: 

Day/	Mo/	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

**CURRENT SCHOOL LEVEL:**

PRE-SCHOOL

UPPER PRIMARY

LOWER PRIMARY

HIGH SCHOOL

**EXPECTED INVESTMENT HORIZON**

4 YEARS

11 YEARS

8 YEARS

18 YEARS

**SPONSOR INFORMATION:**

Title: \_\_\_\_\_ Surname: \_\_\_\_\_

Gender:

M  F

Given Names: \_\_\_\_\_

Marital Status:

Date Of Birth: 

Day/	Mo/	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

 Married  Single  Divorced  Widowed

Identification Document:  I.D Card  Passport \_\_\_\_\_  
*(Please Attach copy)*

Country of Residency: \_\_\_\_\_ Pin # for Kenyan residence \_\_\_\_\_

Relationship to beneficiary:  Parent  Sibling  Guardian  Other

*If other please specify:* \_\_\_\_\_

Postal Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Telephone (Work): \_\_\_\_\_ Extension: \_\_\_\_\_

Check apply where appropriate: (Mark all that apply)

Employed

Self Employed

Student

Retired

## FUND INFORMATION:

Please choose your investment option (s):

	Funds	Amount (Kshs)
<input type="radio"/>	AMANA ELIMU FUND	

## BANK ACCOUNT INFORMATION:

Account Holder Name(s): \_\_\_\_\_

Bank Name: \_\_\_\_\_ Branch Name: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Type:  Current  Savings

Amana Capital Ltd accepts personal/corporate and bankers cheques payable to the **ACCOUNT NAME** of the fund in which you intend to invest in. **NO THIRD PARTY CHEQUES** will be accepted. Payments can be made directly into the inflow accounts in which case the transfer details must be attached to the application form. Please note that a bank deposit slip will be deemed as a receipt but not as value by Amana Capital Ltd. Your investment account will only be credited upon receipt of value.

### BANK NOTE:

Please attach a photocopy of your recent bank statement or a copy of void cheque or a copy of your ATM card as proof of the bank account details entered in the section above. Any change of bank details must be provided in writing. Upon redemption of your investment payment will only be made to the account provided above.

## SOURCE OF FUNDS:

Please indicate source of funds in regards to this investment

Sale of an investment portfolio  Employment  Disposable Income  Savings  
 Other (specify): \_\_\_\_\_

Are you TAX exempt? ( Please check the appropriate box )  Yes  No

( If yes Please attach a copy of Tax Exemption Certificate )

## MANAGEMENT FEE : ( On funds under management )

AMANA ELIMU FUND - 2.25% P.A

### Early Redemption Fee:

1st Year - 3.00 %  
2nd Year - 2.00 %  
3rd Year - 1.00 %  
4th Year and above - 0 %

\*\*\* Statements & Other Correspondence Shall be sent via default email address.  
If no email address is provided , you will incur postal charges of KSHS 140.00 for all correspondence

## DECLARATION AND SIGNATURE (S):

1. I/We hereby apply to invest into the Amana Elimu Fund which invests in the Securities in the Amana Unit Trust Funds regulatory information set out in the information Memorandum and Trust Deed.
2. I/We confirm to have read and understood the information Memorandum, the charges made by Amana Capital Limited and the terms and conditions of this application.
3. I/We confirm that the Units in the Amana Unit Trust Funds Scheme are not being acquired directly or indirectly by or on behalf of any person restricted by Law or any jurisdiction from acquiring such units and that I/We will not sell, transfer or otherwise dispose of any such Units directly or indirectly to or for the account of such person.
4. I/We agree that all proceeds for redemptions and income distribution will only be paid to the bank whose details are on this form and may only be amended in writing by the persons authorized to sign in accordance with this form.
5. I/We agree that NO proceeds for redemptions and/or income distribution will be paid to third parties.
6. I/We confirm that the money used for the investments in the Amana Unit Trust Funds schemes is not the proceeds of any money laundering or other illegal activities. Amana Capital reserves the right to seek evidence of identity and source of investment funds in order to comply with anti money laundering regulations in force in Kenya from time to time. In such case, delay or failure to provide satisfactory information to Amana Capital may lead to this application being rejected.

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

How did you hear about Amana Capital? \_\_\_\_\_ Family/friend(s) \_\_\_\_\_ Tv/Radio Ad \_\_\_\_\_ Newspaper \_\_\_\_\_ Social Media  
Other (Please specify) \_\_\_\_\_

### \*\*\* FOR OFFICIAL USE ONLY \*\*\*

NAME OF FINANCIAL ADVISOR: \_\_\_\_\_

NAME OF INSTITUTION: \_\_\_\_\_

EMAIL : \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

### FUND MANAGER

ELIMU 1: \_\_\_\_\_

ELIMU 2: \_\_\_\_\_

ELIMU 3: \_\_\_\_\_

ELIMU 4: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

Date:

Day/ Mo/ Year

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Investor details check

Funds selection

Signature of client verified

Proof of payment attached

Checked by:

\_\_\_\_\_  
Administrator

APPROVED BY: \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PROCESSED BY: \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



In terms of part IV of the Capital Markets Authority (CMA) Collective Investment Schemes Regulations, 2001, permission has been granted by the CMA to offer to the public the securities which are the subject of this issue. As a matter of policy, the CMA assumes no responsibility for correctness of statements or opinions made or reports contained in this Information Memorandum. This statement is valid as of January 2012. The Amana Shilling Fund, Amana Balanced Fund and Amana Growth Fund collectively the Funds are Unit Trust Funds registered in terms of a Trust Deed, each individually, at the Offices of Amana Capital Limited, which is the address where the Trust Deed and any other periodic reports may be obtained. Amana Capital Limited, the Fund Manager, was granted consent to register the Amana Unit Trust Funds Scheme on 9th September 2009.

**RISKS ASSOCIATED WITH INVESTMENT:** It is important to note that there are risks associated with unit trust investments, and more specifically that the price of units may fall as well as rise. There may be a difference between but shall incur no liability by reason of the exercise of its discretion the sale and repurchase price of units in the Funds. It is recommended that should you have any queries with regard to this information memorandum or investing in the Funds, you should consult a financial advisor.

**APPLICABLE TAX LAWS:** The Funds are domiciled in Kenya and therefore fall under the tax law of Kenya. As all income is distributed, the Funds themselves do not attract any income tax. Unit holders are however cautioned that their particular tax position will depend on a number of circumstances and that it may be desirable to consult a qualified tax advisor.

**UNIT HOLDERS' RIGHTS:** All unit holders shall have a real right to their units and each unit is entitled to an undivided share of the relevant Fund and ranks equally with other units. The unit holders shall not be liable for the debts of any of the Funds. At no time shall any unit holder acquire any rights against the Trustee or Amana Capital except as expressly conferred upon unit holders in terms of the Trust Deed. The Trustee shall not be bound to make any payment to unit holders except out of funds held or controlled by it for that purpose under the Trust Deed.

**UNIT HOLDER VOTING RIGHTS:** In terms of the Trust Deed, each unit holder present at a duly convened meeting of the holders shall be entitled to vote, either personally or by proxy, on a show of hands on any matter affecting his/her rights. The voting rights associated with the underlying securities held by any Fund shall be exercised by Amana Capital on behalf of the unit holders in a manner considered to be in the best interests of the unit holders.

**DENOMINATION OF UNITS:** The Funds are denominated in Kenya Shillings.

**REQUIRED CAPITAL:** Each Fund shall have at all times a minimum of Kshs 100,000 invested capital with no maximum.

**WINDING UP OF FUNDS:** The Funds can be wound up by court order. Each Fund shall be perpetual provided however that if at any time after 24 months from the date of registration of the Trust Deed the market value of any individual Fund is less than Kshs 5.0 million, Amana Capital may in its unrestricted discretion wind up such Fund portfolio. Upon the winding up of any Fund, Amana Capital shall realize the underlying securities comprising such Fund as quickly as possible having regard to the interests of unit holders, as to the timing of realization of any security.

Upon the realization of the entire Fund in question and upon settlement of all liabilities of the Fund, Amana Capital shall make a final distribution to unit holders.

**INVESTMENT POLICY & OBJECTIVES:** Investments to be included in each unit trust fund portfolio shall comprise a mix of securities and liquid value with the aim of achieving the primary investment objective of each Fund as follows:

**Amana Shilling Fund**

The Fund's primary objective is preservation of capital whilst providing a predictable and attractive level of periodic income. The Fund invests in money market and short term debt securities provided that such debt securities do not have a tenor exceeding 12 months.

**Amana Balanced Fund**

The Fund's primary objective is to provide the investor with regular income from the money market portion of the Fund and capital growth in the medium to long term from the equity portion whilst carrying only a medium level of risk.

**Amana Growth Fund**

The Fund's primary objective is to provide the investor with capital growth over the medium to long term by investing up to 70% of the Fund's value in stocks listed on stock exchanges in East Africa.

**ACCOUNTING PERIOD:** The Funds' financial year-end is 31 December.

**FUND MANAGER:** Amana Capital Limited, Saachi Plaza, Block c, Suite Argwings Kodhek Road, Kilimani

**TRUSTEE:** National Bank Kenya Limited, National Bank Building, Harambee Avenue, PO Box 72866-00200 Nairobi, Kenya

**CUSTODIAN:** Standard Chartered Bank of Kenya, Chiromo level 5, 48 Westlands Road, Nairobi.

**AUDITOR:** Grant Thornton P.O Box 46986 00100 GPO Nairobi

**EVIDENCE OF TITLE:** Amana Capital shall issue certificates as evidence of title upon request from a unit holder. A record of all unit holders' interests will be kept in a register which shall be kept at the offices of Amana Capital Limited.

**PAYMENTS TO FUND MANAGER:** Amana Capital shall be entitled to charge upfront commissions on some Funds and to deduct monthly management fees. Payments to the Auditor, Custodian & Trustee shall be debited as expenses to each Fund.

**SALE & REDEMPTION OF UNITS:** Amana Capital will receive requests for the issue, switching or redemption of units from 09h00 – 15h00 on all issue units, and for that purpose to accept application monies. The minimum number of units that may be purchased shall be determined by Amana Capital from time to time.

**VALUATION OF THE FUND:** The formula to determine the Net Asset Value per unit of each Fund is to divide the aggregate market value of the underlying assets of each Fund LESS its expenses and/or liabilities by the units in issue.

**GENERAL INFORMATION:** Amana Capital shall provide the Trustee and the authority with an audited report of the funds within three (3) months of the accounting period.

**I/We have confirmed that I/We have read and understood the above information Memorandum**

**SIGNATURE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



Surname: \_\_\_\_\_

Given Names: \_\_\_\_\_

## **Physical Address**

Address: \_\_\_\_\_

Estate/ House Number: \_\_\_\_\_

Nearest Landmark: \_\_\_\_\_

Town: \_\_\_\_\_

Dear Sir/Madam,

I write to confirm that the above is a description of my residential address. A description has been provided as I do not have any utility bill that may be used to verify my current residential address.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

I confirm that the above is the client's residential address.

Financial Adviser : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_



Date: \_\_\_\_\_

Dear Sir/ Madam:

Re: Account(s). \_\_\_\_\_

I, \_\_\_\_\_ (full names), hereby request Amana Capital Limited, ("the Fund Manager") to act upon my scanned and signed e-mail instructions ("Instructions"), as advised to the Fund Manager in writing from time to time, in regard to my investment account(s) with the Fund Manager, including, without limitation matters related to funds transfers to, from and within the Fund Manager, breaking of investments, rollovers and settlements of securities, believed by the Fund Manager to be issued by or originated from me if such Instructions are signed by me irrespective of whether such instructions are genuine and/or authorized. So long as the Fund Manager believes in good faith that the instructions are genuine and authorized, the Fund Manager may act upon the instructions and shall not be required to obtain my confirmation that such instructions are genuine.

The Fund Manager may, however, at its sole discretions, decline to act upon the instructions unless and until confirmation, in a form and substance acceptable to the Fund Manager, has been obtained from me.

I agree to indemnify the Fund Manager, its directors, officers and employees against any loss, cost, damage, expenses, liability or proceedings, which it/they may incur or suffer (directly or indirectly) as a result of the Fund Manager or any such, director, officer, or employee acting upon or refraining from acting upon instructions and I acknowledge that neither the Fund Manager nor any of its directors, officers, or employees shall be under any liability to me or any other person for any loss or damage caused as a result (including by reason of delay), direct or indirect, of acting upon or refraining from action upon instructions or in construing or processing such instructions in error, and the Fund Manager may debit any of my account(s) with any amount paid out pursuant to the receipt of instructions. I undertake to confirm by letter, upon your request, all transactions having taken place from time to time pursuant to the instructions.

The Fund Manager shall cease to be under obligation to comply with the instructions if the Fund Manager gives me written notice to such effect. Such notice shall be effective upon the lapse of twenty-four hours from the date of my receipt or seven days from the date of notice, whichever is earlier.

Yours faithfully,

Signature : \_\_\_\_\_