 

# EEZY TRACK LIMITED COMMERCIAL PAPER NOTE PROGRAM

**SUBSCRIPTION FORM**

*Please fill in your details in the spaces provided as applicable and attach copies of the requested documentation*

# SECTION 1: PERSONAL DETAILS (Individuals)

Name…\*…\*………………………………………………………………………………………ID/Passport No…\*…\*…………………….……KRA PIN No…\*…\*……….……… Occupation…\*…\*……………………….….………Nature of Business…\*…\*….……………………………….Employer…\*…\*…………….……………..…………………

# CONTACT DETAILS

Residential Address/Registered Office: .\*.…\*……………………………………………………………….……… Phone No:.\*.…\*……………………….…..….…..

Postal Address:.\*.…\*………………………….… Postal Code: .\*…\*………….……… Email Address:.\*…\*………………………………………………….………...…..

1. **NEXT OF KIN**

Name: .\*.…\* ………………………………………………………………………………………………………….…Relationship:…\*…\*……………………………………………

ID/Passport No: .\*…\*…………………………………………………….…Phone No:.\*…\*…………………………………………………………………..……………..………

1. **BENEFICIARIES**



**Name:**

**Relationship:**

**Date of Birth**

**ID/Passport**

**No:**

**Phone No:**

1.

2.

1. **TRUSTEE DETAILS (IF BENEFICIARY IS A MINOR)**



**Name:**

**Relationship:**

**Date of Birth**

**ID/Passport**

**No:**

**Phone No:**

1.

2.

**SECTION 2: PERSONAL DETAILS (Joint Applications)**

Name……………………………………………………………………………………………ID/Passport No………………………….……KRA PIN No…………….……… Occupation…………………………….….………Nature of Business……….……………………………….Employer………………….……………..………………… **CONTACT DETAILS**

Residential Address/Registered Office: ..………………………………………………………………….……… Phone No:..………………………….…..….….. Postal Address:..…………………………….… Postal Code: .…………….……… Email Address:.…………………………………………………….………...…..

1. **NEXT OF KIN**

Name: ..…………………………………………………………………………………………………………….…Relationship:………………………………………………… ID/Passport No: .……………………………………………………….…Phone No:.……………………………………………………………………..……………..………

1. **TRUSTEE DETAILS (IF BENEFICIARY IS A MINOR)**



**Name:**

**Relationship:**

**Date of Birth**

**ID/Passport**

**No:**

**Phone No:**

1.

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2.

**SECTION 3: CORPORATE DETAILS (Corporates)**

Name: …\*…\*…………………………………………………………………………………………………..……………….Company No.: ……………………………….………. KRA PIN No: ……………………………………………………Contact Person: ………………………………………………………………………………...……………….

# CONTACT DETAILS

Residential Address/Registered Office: ..………………………………………………………………….……… Phone No:..………………………….…..….….. Postal Address:..…………………………….… Postal Code: .…………….……… Email Address:.…………………………………………………….………...…..

**SECTION 4: BANK DETAILS**

*Please note that your investment proceeds are only payable into the account listed below*

Account Name: ……………………………………..…………………………………………...……………………..…………………………………………………………….. Account No: .………………………………………………Bank: ………………………………………………….Branch: …………………………………………………..

**SECTION 5: INVESTMENT DETAILS**

Investment Amount (KES): ………………………………………………………Investment Tenor (Months)12 ….………15……..……18…….…24………. Interest Rate (Per Annum): .……………………………………Source of funds: …………………………………………………………………………………….…..

Are you a Politically Exposed Person/ Institution? Yes No Interest Payment Frequency: ...............................................

**SECTION 6: KYC INFORMATION**

*Please attach the following documentation as applicable. Note that your investment shall not take force should any of the information requested below not be provided.*

*Individuals*

* *Copy of National Identity Card or Valid Passport*
* *Copy of KRA PIN Certificate*
* *Copy of Tax Exemption Certificate (if applicable)*

*Corporates*

* *Copy of Certificate of Incorporation*
* *Copy of Memorandum and Articles of Association*
* *Copy of KRA PIN Certificate*
* *Copy of Tax Exemption Certificate (if applicable)*

**IMPORTANT INFORMATION: ISSUERS’ BANK ACCOUNT DETAILS**

Account Name: Eezy Track Limited

Bank: Branch:

NCBA

Karen Branch

Account No.: 8263400015

**TERMS AND CONDITIONS**

1. This agreement is made between Eezy Track Limited, a limited liability company incorporated under the laws of Kenya and whose address for the purposes hereof is 2nd Floor Hardy Business Park, Koitibos Road and Post Office Box Number 15627 – 00509, Karen, Nairobi, Kenya (“**Issuer**” or “[Momentum]”)
2. which term shall, where the context so admits, include its assigns, successors in title and affiliates and the person whose name and personal details appear on the face of this subscription form under either Section 1 or Section 2 (the “**Lender**”).
3. Any Reference in this Agreement to:
   1. a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month. Where any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day. If the next business day falls in the calendar month succeeding that in which the period would otherwise have ended, it shall end on the preceding business day. If a period starts on the Last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last business day in the later month;
   2. a person shall be construed as a reference to any individual, firm, company or other body corporate, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) and, respectively, wherever incorporated or established;
   3. repayment includes redemption and vice versa and the Words repay, repayable, and repaid shall be construed accordingly;
   4. tax shall be construed so as to include any present and future tax, levy, impost, deduction, withholding, duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and
   5. the winding‐up, dissolution or administration of a person shall be construed so as to include any equivalent or analogous proceedings under the Laws of Kenya or of any jurisdiction in which such person carries on business.
4. Subject to the terms and conditions of this agreement, the Lender makes available to Issuer the sum stated under Section 5 as the Investment Amount on the face of this subscription form (the “Principal').
5. The Lender shall give force to this agreement by paying the Principal into Issuer's bank account as indicated overleaf, such payment to be made solely in Kenya Shillings, the lawful currency of the Republic of Kenya.
6. Interest will be computed at the rate captured in Section 5 above (the "Fixed rate'), applicable on a period of 1 year, (the “Interest Due”).
7. The Principal and the Interest Due shall be payable by Issuer to the Lender on the third business day following the end of twelve calendar months from the deployment date (the "Maturity Date”).
8. All payments by Issuer hereunder under the terms of this agreement shall be made by electronic transfer to the Lender's bank account as stated in Section 4 overleaf and shall be made free and clear of and without deduction for any and all present and future tax (including, without limitation, value‐added taxes

and withholding taxes), levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto ("Taxes”). If Issuer shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder;

1. Issuer shall make such deductions; and
2. Issuer shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.
3. Should Issuer fail to pay any amount payable by it under this agreement on the Maturity Date, interest shall accrue on the overdue amount at 25%pa (the “**Default interest Rate**’') Compounded daily, calculated from the Maturity Date up to the date of actual payment.
4. Issuer represents and warrants to the Lender that:
   1. It is duly incorporated and validly existing under the Laws of Kenya
   2. It is authorized to enter into and give effect to this agreement.
   3. It has obtained and will maintain in force all governmental and other authorisations, approvals, permits, licenses, consents or waivers necessary for the execution and performance of this agreement by, and the enforceability of this agreement against Issuer
   4. It will promptly inform the Lender of any event or condition likely to affect prejudicially or alter significantly the circumstances surrounding the operations or financial circumstances of Issuer or which is likely to have an adverse effect on Issuer's cash flow or business
5. The following shall be construed individually and collectively to constitute an Event of Default:
   1. Issuer unlawfully fails to repay the Principal or interest Due on the Maturity Date;
   2. Any creditor of Issuer becomes entitled to declare any indebtedness due and payable prior to its specified maturity and any step is taken by the creditor to whom the debt is due;
   3. A distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or any part of the assets of Issuer and is not discharged or stayed within sixty (60) days;
   4. Issuer takes any corporate action or other steps are taken or legal or other proceedings are started for its winding‐up, dissolution or re‐organisation (other than for the purposes of a bona fide, solvent scheme of reconstruction or amalgamation) or for the appointment of a receiver, administrator, administrative receiver, liquidator, trustee or similar officer of it or of any or all of its assets;
   5. It is or becomes or will become unlawful for Issuer to perform or comply with any of its obligations under this agreement, or any such obligation is not or ceases to be legal, valid and binding;
   6. Any representation or statement made or deemed to have been made by Issuer in this agreement is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
6. lf, at any time and for any reason, any Event of Default has occurred, the Lender may by written notice to Issuer from Lender, at any time while such Event of Default remains unremedied having been granted a reasonable time (being not less than 5 days) by the Lender to remedy the Event of Default and has not been waived the Lender, direct that the outstanding portion of the Principal, all accrued interest then payable shall become due and payable immediately. If the Lender gives such a direction

 

under this clause, then the Principal and all accrued interest shall

be immediately due and payable by Issuer.

1. The rights and remedies in this agreement are cumulative and not exclusive of any rights or remedies provided by law.
2. Nothing in this agreement or in any document referred to in it shall constitute any of the parties a partner of any other, nor shall the execution, completion and implementation of this agreement confer on any party any power to bind or impose any obligations to any third parties on any other party or to pledge the credit of any other party.
3. Any provision in this agreement which is or may become prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
4. This agreement and the contract note to be issued pursuant to Clause 20, constitute the entire agreement between the parties relating to the transactions contemplated by this agreement, and supersedes all previous agreements, written or oral, between the parties relating to the Subject matter of this agreement.
5. This agreement shall be governed by and construed in accordance with the Laws of Kenya.
6. Any dispute between the parties as to the determination of the amount of any sum payable under this agreement shall be referred by the Lender and Issuer for determination to Synesis Capital, a private limited liability company incorporated in the Republic of Kenya, of registered address Suite 1, Devsons Court, Argwings Kodhek Close, Post Office Box Number 75282‐ 00200, Nairobi. Synesis Capital shall be requested to settle any such dispute and its decision shall be final and binding upon the parties and its costs shall be borne equally by Lender and Issuer.
7. Any dispute (other than one which falls under clause 16 which arises out of or in connection with this agreement, including any

question as to its existence, validity or termination shall be

referred to and finally determined by arbitration in accordance with the Kenya Arbitration Act 1995 and the Rules of the Kenya branch of the Chartered Institute of Arbitrators, which Rules are deemed to be incorporated in this agreement. The arbitration shall take place at such venue as the parties shall agree, failing which Nairobi. The arbitration shall be conducted by a single arbitrator appointed by the parties. If the parties fail to agree on the choice of arbitrator he shall be appointed on the application of Lender and Issuer by the Chairman for the time being of the Institute of Chartered Arbitrators, United Kingdom, Kenya Branch. To the extent that any arbitration under this agreement shall be deemed to be a 'domestic arbitration' as defined under the Kenyan Arbitration Act 1995, the parties agree that no application may be made to a court to determine any question of law in the course of the arbitration and no appeal may be made by any party to a court on any question of law arising out of an arbitral award as envisaged by section 39 (1) of that Act.

1. Notwithstanding the foregoing clauses, no term of this agreement shall restrict any party from seeking an interdict or urgent relief from a court of competent jurisdiction.
2. Issuer shall execute a contract note detailing the sum received and the interest payable thereon. This subscription form and the contract note shall be deemed to form one agreement and shall be construed as such.
3. Upon payment of all amounts due to the Lender in accordance with the provisions of this agreement, this agreement shall immediately terminate, and all its provisions shall cease to have any force or effect.
4. The Lender shall give the Issuer a notice period of at least three

(3) months prior to the maturity of the Note(s) of their intention to either roll over or retire from the Note program, failure to which it will be assumed that the Note(s) are to be rolled over on maturity.

**DECLARATION**

We/I hereby declare that all information disclosed is correct, complete, and truly stated. We/I hereby declare that we are/I am authorized to make this investment and the amount invested is from legitimate sources only. We/I have read and understood the terms and conditions of this subscription form and agree to be bound by them.

Signature………………………………………………….………………... Date……………………………………………………………………………... Signature………………………………………………….………………... Date……………………………………………………………………………... Signature………………………………………………….………………... Date……………………………………………………………………………...

COMPANY STAMP / SEAL

**FOR OFFICAL USE**

Received By: …………………………………………………………………………………..………………. Processed By: ………………………………………………………………………………….……………… Approved By: ……………………………………………………………………………………………………