# INDIVIDUAL APPLICATION FORM FOR INVESTMENT MANAGEMENT SERVICES

This form should be completed with the assistance of your investment adviser.

#### **PART A: INVESTMENT MANDATE**

This refers to the classes of investment assets dealt with by Bridgepath Capital Limited. Please indicate the Service(s) in which you wish to invest as discussed between you and your investment adviser. The principal investment objectives, particularly any specific exclusions or requirements, should be clearly detailed below. As the account will be managed to the client's specific requirements, it is possible that the portfolio construction will be different to Bridgepath Capital's investment portfolios.

Asset Class	Tick (√)
Corporate Bonds, Commercial papers	
Treasury bills	
Treasury notes and bonds	
Government of Malawi Bonds	
Listed Equities	
Unlisted Equities	
Fixed Deposits	
Property	

I/we confirm that I/we have received professional advice from a qualified investment adviser and agreed the following investment profile (please tick the relevant boxes):

Short-term (0-3 yrs) **Investment Horizon:** Medium-term (3-5 yrs) Long-term (over 5 yrs)

**Primary Investment Objective:** Capital Preservation Capital Growth **Income Generation** 

#### ATTITUDE TO RISK

When investing capital, my/our primary goal is:

Type of Risk	Narrative	Tick (√)
Low Risk (Defensive)	Concerned about the safety of the investment but prepared and financially able to accept small short-term losses.	
Low to Moderate Risk (Cautious)	Prepared and financially able to accept short-term losses. Prepared to accept somewhat lower returns in order to assure greater safety of the investment.	
Moderate Risk (Balanced)	Seek a balance between safety and the potential for capital growth. Prepared to see some fluctuations in the value of the portfolio in order to achieve such returns over the medium term.	
Moderate to High Risk (Growth)	Prepared and financially able to accept higher risk of capital loss in order to achieve potentially higher return.	
High Risk	Aims to maximise long-term expected returns rather than minimise possible short-term losses. Values high returns relatively more and prepared and financially able to tolerate both large and frequent fluctuations through time in portfolio value in exchange for higher returns over the long-term.	

**Payment of Income** Reinvest upon maturity Monthly Distributed Quarterly Distributed

# **Base Currency and Reporting Currency**

Kindly note that the funds will be managed in Malawi Kwacha and funds received in other denominations will be converted to Malawi Kwacha equivalent using prevailing market rates.

PART B: PRINCIPAL APPLICANT DETAILS	
FIRST NAME:	SURNAME:
TITLE: GENDER:	
MARITAL STATUS:	
NATIONAL ID NO.:	
PROFESSION:	TPIN:
SOURCE OF FUNDS (Provide payslip or a 3-month b	pank statement):
CONTACT DETAILS	
POSTAL ADRRESS:	
RESIDENTIAL ADDRESS:	
PHONE: E	EMAIL:
PROOF OF RESIDENTIAL ADDRESS: UTILITY BILL	LEASE AGREEMENT
EMPLOYMENT DETAILS (If employed)	
NAME OF EMPLOYER:	
EMPLOYMENT TYPE:	
NO. OF YEARS WITH EMPLOYER:	
EMPLOYER'S POSTAL ADDRESS:	
EMPLOYER PHONE NO.:	EMAIL:
BUSINESS DETAILS	
NATURE OF BUSINESS:	
SOURCE OF FUNDS:	
NEXT OF KIN DETAILS	
FIRST NAME:	SURNAME:
GENDER:	OCCUPATION:
RELATIONSHIP WITH NEXT OF KIN:	NATIONALITY:
POSTAL ADDRESS:	
PHONE: EMAIL	:

# **OWNERSHIP**

THE NAME OF THIS ACCOUNT SHOULD BE:_	

# PART C: ADMINISTRATION DETAILS (Joint applicants)

Please advise us whose instruction we are authorized to act upon for this account. Kindly select one option from the following list:

Signing Arrangement	Tick (√)
Any of us	
Principal applicant only	
Any two of us jointly	
All of us jointly	
Principal Applicant and Any other	

<b>.</b>			
Please brovide de	tails of the bank	from which the	funds are being sent.

BANK NAME:
BRANCH NAME:
ACCOUNT NAME:
ACCOUNT NO.:
ACCOUNT TYPE.:

RT ·		

(Fees will be communicated and agreed seperately between the counterparties).

Note: No fees will be charged on nominee client fund(s) invested on the money market.

# SETTLEMENT BANK DETAILS (IF DIFFERENT FROM BANK ACCOUNT DETAILS ABOVE)

Please provide bank details through which we will be making payments to you.

B ANKNAME:	
BRANCH NAME:	
ACCOUNTNAME:	
ACCOUNT NO.:	
ACCOUNT TYPE.:	
PART D: THE INVESTMENT ADVISER	
i. About the adviser (to be completed by the a	adviser)
FIRST NAME:	SURNAME:
PHONE:	_ EMAIL:
experience, investment and financial objectives and ha	ve analysis of the Investor's financial circumstances, financial product ve advised and agreed with the Investor(s) the suitability of the
Mandate specified in Part A of this Agreement.	

## **PART E: TERMS OF BUSINESS**

This document constitutes an Investment Management Services Agreement (the 'Agreement')

#### RETWEEN

I. The applicant (s) as detailed in Part B above (the 'Investor')

#### AND

II. Bridgepath Capital Limited whose registered office is at 1st Floor, Development House, P.O. Box 2920, Blantyre ('the Investment Manager').

WHEREAS the Investor hereby appoints the Investment Manager to manage the Investments (as defined in Clause 1.1 below) governed by this Agreement and hereby authorizes the Investment Manager to appoint an appropriately regulated custodian (the "Custodian" if required) to hold such Investments as custodian and to deal with them as directed by the Investment Manager from time to time, as provided in this Agreement and any custodian agreement entered into between the Investment Manager and the Custodian (a "Custodian Agreement" if required). The Investment Manager may instruct the Custodian to open one or more bank accounts and security accounts in the name of the Investment Manager for the benefit of the Investor and a number of other clients of the Investment Manager (a "Custody Account" if required).

### IT IS HEREBY AGREED as follows:

### 1. Concerning the Investment Manager

- 1.1 The Investment Manager is hereby appointed by the Investor pursuant to the terms of this agreement to manage,in accordance with the investment parameters as stated in this Agreement and as may be subsequently amended in writing in accordance with the signing mandate for the account, all money, securities or other property which the Investor may from time to time place with the Investment Manager for the purposes of investment together with any money, securities or other property or income arising therefrom or the management thereof ('the Investments' or 'the Investor's Portfolio').
- 1.2 The Investment Manager shall use its best endeavors to manage the Investments in accordance with the given Mandate and to observe the investment objectives of the Investor using bonds, equities, collective investment funds, alternative investments, money market securities and cash deposits. However, the Investment Manager shall not be responsible for failure to achieve such objectives or for any depreciation which may occur in the value of the Investments or of any part thereof or for any loss whatsoever which may be suffered in connection therewith.
- 1.3 When carrying out any transaction on an Investor's behalf, the Investment Manager will generally act as the Investor's agent. However, the Investment Manager may in certain circumstances act as principal.
- 1.4 The Investment Manager shall have full and unrestricted discretion to perform all and any of the following things:
  - a. to make, as agent or otherwise, such changes in the Investments from time to time as the Investment Manager may decide and to exercise all such rights and perform all such duties in relation to the Investments as the Investment Manager may decide, provided that if the Investment Manager invests in fixed interest securities or equities, they shall be quoted on recognised stock exchanges or be widely dealt in by market makers, except as shall otherwise be permitted according to the mandate of the account.
  - b. to instruct such banks, brokers or agents in connection with its duties and powers hereunder as it may decide to invest in collective investment schemes generally and specifically those managed or administered by the Investment Manager or by other companies connected with the same financial group as the Investment Manager.
  - c. to buy from or sell to the Investor as principal investments owned by the Investment Manager at prices consistent with those available in the market at the time of the transaction
- 1.5 The Investment Manager may aggregate an order of one Investor with the order of one or more other Investor(s) if the Investment Manager reasonably determines in its discretion that to do so is in the overall best interests of all affected Investors.
- 1.6 The Investment Manager may enter into transactions in non-readily realisable investments including products from a fellow group member or connected company. These are investments in which the market is limited, or in which it may be difficult to deal or for which it may be difficult to assess a proper market price. Dealing and settlement dates may also be restricted.
- 1.7 The Investment Manager undertakes to instruct the Custodian (if applicable) to place cash deposits with approved banks or financial institutions at favourable rates of interest in whichever major currency the Investment Manager shall decide. If, by instructing the Custodian (if applicable) to aggregate individual client cash balances, the Investment Manager is able to negotiate more favourable rates than could be obtained on small sums, such additional interest will accrue to the benefit of the Investor.
- 1.8 The Investment Manager may exercise (or leave unexercised) voting or other rights of whatsoever nature attaching to or in any way arising from the Investments and may make payment on the Investor's behalf in respect of any such rights, in each case without reference to the Investor.
- 1.9 The value charged or credited to the Investor in respect of securities purchased or sold on the Investor's behalf shall be the value paid or received by the Investment Manager reflecting all third party costs borne by the client and any transaction fee
- 1.10 Where applicable and agreed the Investment Manager shall be entitled to make activity charges in relation to security transactions in accordance with its standard fees and charges schedule in force from time to time.
- 1.11 The Investment Manager shall provide a detailed schedule of transactions effected for the Investor's Portfolio, which will accompany the valuations to be forwarded to the Investor at intervals to be agreed with the Investor.
- 1.12 The Investment Manager shall prepare valuations of the Investments on a calendar quarter basis i.e. as at the end of March, June, September and December. Additional valuations, if required, will be prepared as at such other dates to be agreed with the Investor. All valuations will be mailed to the Investor as soon as practicable.

- The Investment Manager shall receive an investment management fee in accordance with its standard fees and charges schedule in force at the time of signing the Agreement or at such other rate as is agreed with the Investor in writing. The Investment Manager shall be entitled to vary the said rate upon giving one month's written notice to the Investor. Such fee shall be in addition to the Investment Manager's right to an administration charge and reimbursement for all expenses or charges incurred or made by the Investment Manager in relation to the Investments or any part thereof or any of its duties or powers hereunder. It is agreed that the Investment Manager shall be entitled to claim such fees, expenses and charges from the Custody Account (if required or applicable). The Investor authorises the Investment Manager to notify the Custodian of the amounts claimed by the Investment Manager and further authorises the Investment Manager to instruct the Custodian to make payment to the Investment Manager as soon as reasonably practicable after any claim is made.
- 1.14 The Investment Manager may also receive remuneration from third parties including group connected companies in respect of transactions undertaken through them on the Investor's behalf. Details of any such transactions or arrangements will be made available upon request. The Investment Manager may from time to time enter into soft commission arrangements. Such practices will be in adherence with market best practice which ensures that the arrangement is assisting in the provision of investment services to the Investor and will not alter the right of the Investor to best execution.
- To satisfy its obligations under any tax reporting arrangements made between Malawi and other jurisdictions, as may be agreed from time to time, the Investment Manager may report certain information regarding the investments to the relevant authorities in Malawi, who may pass it to the tax authority where you are resident.

#### 2. Concerning Custody (if applicable)

- 2.1 The Investment Manager is entitled to appoint the Custodian to hold the Investments and to deal with them in accordance with the provisions of this Agreement.
- 2.2 The Investment Manager shall notify the Investor of a change in the appointment of a Custodian by giving one month's written notice to the Investor. Any such notice will be accompanied by a schedule setting out the Custodian's fees, costs and expenses.
- 2.3 The Investor authorises and requests any Custodian appointed by the Investment Manager to hold the Investments in its name or to its order and to deal with and vary such Investments in accordance with instructions given from time to time by the Investment Manager. In so doing, the Custodian shall be entitled to rely upon instructions given, or purporting to be given, by the Investment Manager.
- 2.4 The Investor acknowledges that the Custodian shall not have any responsibility for checking that any Investments acquired for the Investor accord with the investment parameters agreed between the Investor and the Investment Manager nor for checking the suitability of such Investments for the Investor's Portfolio.
- 2.5 The obligations of the Custodian shall extend only to those Investments actually received by it from the Investor or the Investment Manager or in respect of Investments that are taken under the control of the Custodian as a result of the Investment Manager making changes to the Portfolio.
- 2.6 The Investment Manager shall procure that the Custodian shall, on receipt of instructions from the Investment Manager, make payment for any Investments which have been bought for the Investor, such payment to be made against delivery thereof or in accordance with normal procedures for transactions in the Investments concerned.
- 2.7 The Investment Manager shall procure that the Custodian shall, on receipt of instructions from the Investment Manager, make delivery of any Investments which have been sold from the Investor's Portfolio, such delivery to be made against payment therefore or in accordance with normal procedures for transactions in the Investments concerned.
- 2.8 The Investor acknowledges that if any liability involving the payment of money in respect of the Investments arises, or if any Investments are acquired on behalf of the Investor which are in the opinion of the Custodian likely to involve the Custodian in any liability (contingent or otherwise), (as determined by the Custodian and notified by the Investment Manager) or if any right or option is offered in respect of the Investments, the Investor shall (if required by the Investment Manager on behalf of the Custodian) pay, or provide the Custodian with, any money required to meet such liability or payment. The investor acknowledges that the Custodian shall not be required to accept receipt or delivery of such Investments or be obliged to take any action in respect of such liability or payment unless the Investor shall have previously paid or provided such money as aforesaid.
- 2.9 The Investment Manager shall procure that the Custodian will forward to it copies of all communications received by the Custodian as holder of the Investments and will endeavour to procure compliance by the Custodian with any instructions given by the Investment Manager in respect thereof.
- 2.10 The Investor and the Investment Manager acknowledge that the Custodian shall be under no obligation to attend or be represented at meetings which the Custodian is entitled to attend or be represented at by reason of holding Investments on behalf of the Investor. However, the Custodian may attend or be so represented at the Custodian's absolute discretion.
- 2.11 The Investor will at any time at the request of the Investment Manager accept a transfer into the Investor's name (or will nominate another party which will accept such a transfer) of all or any of the Investments and will perform all acts and things necessary to effect such transfer. The Investor hereby appoints the Investment Manager as the Investor's agent to do all such acts and things on the Investor's behalf necessary to effect such transfer.
- 2.12 The Investment Manager will procure that the Custodian will at any time at the request of the Investor (subject to Clause 4.4) transfer the Investments then held by the Custodian in the Custody Account into the name of the Investor (or such other party as the Investor may nominate) subject to the Investor first paying to the Investment Manager all outstanding sums due to be paid by the Investor to the Custodian under this Agreement.
- 2.13 The Investor acknowledges that the Custodian will not provide any reporting to the underlying Investors including valuations and/or statements.

#### 3. Concerning the Investor

- 3.1 The Investor warrants that the Investor has full power and authority to enter into this Agreement and declares that the Agreement is valid, legal and binding upon the Investor. The Investor further warrants that the Investor is the legal owner of the Investments and that the Investments are free from any lien, charge or any other encumbrance. The Investor also undertakes that he will not, without the prior consent of the Investment Manager, purport to dispose of, encumber, or otherwise deal with, any of the Investments.
- 3.2 The Investor warrants that the Investor will ratify whatever the Investment Manager may lawfully do in connection herewith and in particular the Investor undertakes to execute such transfers and other documents and to do such things as may be required to give effect to transactions undertaken in pursuance hereof.
- 3.3 The Investor shall give the Investment Manager reasonable notice of any intention to withdraw monies or Investments from the Portfolio and the Investor shall wherever practicable endeavour to estimate and agree with the Investment Manager what income withdrawals the Investor will require and the amount and regularity thereof to assist the Investment Manager with the smooth and efficient management of the Investor's Portfolio. The Investor acknowledges that a proportion of the Investor's Portfolio maybe invested in non-readily realisable assets and that this may impact on any withdrawals or the time scale to effect a complete termination of the Portfolio.
- 3.4 The Investor shall keep the Investment Manager fully indemnified against all damages, expenses, losses and costs arising in connection with the performance of its duties hereunder save to the extent that the same shall result from the wilful default or gross negligence of the Investment Manager.
- 3.5 The Investment Manager shall use reasonable skill and care in the selection of sub-contractors, delegates and agents (including without limitation the Custodian), and the Investor acknowledges that any transaction or property placed with any such sub-contractor, delegate or agent will be at the Investor's sole risk and the Investment Manager shall not be liable for such sub-contractor's, delegate's or agent's acts or omissions or for any loss or damage suffered by the Investor.
- 3.6 The Investor will provide all necessary certified identification documentation in order to comply with the prevailing statutory requirements at the time of the signing of the Agreement, and as may be required from time to time thereafter.
- 3.7 The Investor undertakes to review all statements and valuations from the Investment Manager on receipt and to immediately notify the Investment Manager of any apparent errors, omissions or other discrepancies in the management of the Investor's Portfolio.

#### 4. Termination

- 4.1 This Agreement may be terminable in whole or in part by:
  - a. the Investor at any time by giving the requisite three (3) months written notice to the Investment Manager at its registered office in Blantyre. Such notice will be effective and begin on the first day of the month following receipt.
  - b. the Investment Manager at any time by giving not less than three months (3) notice to the Investor at the Investor's correspondence address.
- 4.2 The effective date of the termination of this Agreement shall be the last business day of the month in which the termination is effective. The Investment Manager will process and complete the termination as soon as reasonably practicable given that a percentage of the assets of the Investor's Portfolio may comprise non-readily realisable assets with extended settlement completion dates. Partial dispersions of the assets within the Investor's Portfolio will be effected to the extent possible.
- 4.3 On completion of the termination process the Investment Manager will supply to the Investor a detailed closing statement and valuation of the Investor's Portfolio as at the effective date of termination and distribution of cash and/or assets.
- 4.4 The Investment Manager may claim and shall procure that the Custodian shall pay to the Investment Manager out of the Investor's account all fees and expenses due to the Investment Manager up to the effective termination date before arranging the return of the Investments to the Investor.
- In the event of the death of the Investor, the authority granted to the Investment Manager and the Custodian under the Agreement shall continue until such time as the Investment Manager and the Custodian receive formal documentation and written instructions from the Investor's legally appointed executor(s).

#### 5. General

- Any notice hereunder shall be deemed to have been properly served if delivered personally or sent by prepaid post to the last known address of the Investor and if sent by post shall be deemed to have been delivered on the seventh day after posting. All notices issued by the Investor to the Investment Manager shall be deemed to have been properly served when they are physically received at the Investment Manager's registered office and not otherwise.
- 5.2 If the Investor shall be more than one person, the expression 'the Investor' shall mean such persons jointly and severally and as joint owners. In the event of the death of one or more such persons, the Investment Manager shall be accountable only to the survivor or survivors of the joint account. The Investment Manager and Custodian shall not be accountable in any way to the heirs or personal representatives of any person who was a party to the joint account except those of the last such survivor.
- 5.3 If the Investor shall be more than one person, the Investment Manager shall be authorised to act in all respects upon the receipt of written instructions given or purporting to be given in accordance with the signing mandate as stated in this Agreement.
- 5.4 Where the context permits, words and expressions used in this Agreement in the singular shall include the plural and vice versa and references herein applicable to a sole Investor shall be construed in a similar manner appropriate to a joint account.
- 5.5 This Agreement shall be binding on the parties hereto and, subject to clause 5.2, their heirs, successors and personal representatives.
- A complaints procedure is available in the event of any dispute. Any complaints should be submitted in writing to the Investment Manager's registered office marked 'for the attention of the Chief Investment Officer.

- 5.7 The Investment Manager shall not be in breach of this Agreement if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by an Investor as a result of, any total or partial failure, interruption or delay in performance of its duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or authority or any investment exchange and/or clearing system, war, civil commotion, terrorism, failure of any computer system, interruptions of power supplied, labour disputes of whatever nature or any other reason beyond the Investment Manager's control.
- 5.8 Please note that requests for payments to a third party will not be accepted.
- 5.9 The Investment Manager is regulated by the Registrar of Financial Institutions (Reserve Bank of Malawi) under the Financial Services Act of 2010.
- 5.10 The Investment Manager may at any time vary any one or more of the terms in this Agreement by giving one month's written notice to the Investor unless it is impractical in the circumstances to do so. Such revised Agreement will become effective on the date specified in the notice.
- 5.11 If any provision or term of this Agreement, or any part thereof, shall become or be declared illegal, invalid or unenforceable for any reason, such provision or term or part shall not affect the validity of the remaining provisions and terms.
- 5.12 This Agreement supersedes any prior agreements and shall be governed by the Laws of Malawi. The parties hereto agree to submit to the exclusive jurisdiction of the Courts of Malawi in relation to all matters arising and in connection with the Agreement.
- 5.13 The Investment Manager may assign its rights and obligations under this Agreement without the prior consent of the Investor to any Affiliate or successor, or pursuant to a merger, consolidation or sale of all or substantially all of their stock and assets, or all or a substantial part of their business to which this Agreement relates.

#### PLEASE SIGN THE DECLARATION IN PART K TO DECLARE YOU HAVE READ THE PRECEDING

# **WARNINGS PART F: Signatures and Declarations**

- a. I/We hereby appoint the Investment Manager to manage the investments under the terms of this Agreement and in accordance with the mandate selected or as separately instructed in writing.
- b. I/We confirm that I/we have received professional investment advice which supports my/our choice of mandate as outlined in Part C
- c. I/We confirm that I/We have read and understood the Terms of Business set out in Part I of this Agreement.
- d. I/We consent to Bridgepath Capital facilitating the fees and charges to my/our Adviser as set out in Part F of this Agreement.
- e. I/We hereby authorise the Investment Manager to appoint the custodian to take custody of the investments under the terms of this Agreement (if required)
- f. I/We hereby certify that I/we have read all the literature supplied to me/us in relation to the investment management services provided by the Investment Manager and that the risks, cost and charges associated with such investment management services have been explained to me/us by the Investment Manager or my/our Investment Adviser of record, as the case may be.
- g. I/We confirm that I am/we are over the age of 18 years and am/are aware of and are responsible for any possible taxation implications applicable within my/our relevant jurisdiction(s) arising from this application.
- h. I/We also agree and authorise the Investment Manager to make any enquiries deemed necessary in order to verify the information contained in this application.
- i. I/We confirm to the best of my/our knowledge that the information herein was correct at the time of completion and undertake to advise the Investment Manager should I/we become aware of any changes, or additions, to the above information.
- j. I/We confirm that any funds or assets transferred do not or will not represent the proceeds of, or derive from, any activity which would be considered illegal under the Anti-Money Laundering and Proceeds of Crime legislation applicable in Malawi and my/our country(ies) of residence.

PART G: DECLARATION OF APPLICANT	
SIGNED AT:	_ DATE:
NAME:	
DESIGNATION:	
SIGNATURE:	

#### FOR: THE INVESTOR

Applicant(s) must read this Agreement in its entirety, complete Parts B-E in full, provide signatures and ensure that all appropriate additional documentation is attached.

NB Applications signed under a Power of Attorney may not be accepted. Please refer to the Investment Manager.

### THE INVESTMENT MANAGER

We hereby accept our appointment as Investment Manager of the Investments under the terms of this Agreement.

SIGNED AT:	_ DATE:
NAME:	
DESIGNATION:	
SIGNATURE:	

### FOR: BRIDGEPATH CAPITAL LIMITED

# **KYC CHECKLIST**

Please provide the following documents:

Document	Tick (√)
Identification documents e.g. National ID, Valid passport.	
Proof of residence e.g. Utility bill or lease agreement.	
Proof of source of funds e.g payslip or Bank statement.	
A copy of business registration certificate	

# **IMPORTANT INFORMATION**

Direct deposits and electronic transfers can be made to the following bank account:

Bank: Standard Bank Branch: Blantyre Account Type: Current Sort Code: 101002

Account Name: Bridgepath Capital - Nominees

Account Number: 9100003191157

<sup>\*</sup> Please make sure to send proof of payment after the transaction has been done.