



# EGM SECURITIES LIMITED PARTNERSHIP AGREEMENT



## Introduction

This Partnership Agreement (herein after referred to as 'Agreement') is entered into by EGM Securities Limited herein after referred to as the 'Broker'

## And

The undersigned Individual or Company whose name and address appear in this Agreement, herein after referred to as the 'The Partner'.

### 1.0. Parties

- 1.1. EGM Securities Limited is registered in Kenya under incorporation number PVTAAAFFT7 and regulated by the Capital Markets Authority as a non- dealing online foreign exchange broker, license number 107. Its registered offices are 12<sup>th</sup> Floor, Tower 2, Delta Corner Towers, Waiyaki Way, Westlands, Nairobi.
- 1.2. .... of Identification Number ..... and whose address is .....

### 2.0. Recitals

- 2.1. The Broker engages in the business of execution of online foreign exchange and contract for difference transactions as authorised and regulated by the Capital Markets Authority;
- 2.2. The Partner engages in the business of soliciting clients to trade rolling spot foreign exchange, spot precious metals and contracts for difference, and if required under applicable laws and regulations, is registered as a Partner, or in some other capacity which authorises the Partner to undertake and provide to the Broker the services contemplated under this Agreement;
- 2.3. The Broker will provide execution and other services to the clients in line with the terms of this Agreement.

### 3.0. Definitions

In this Agreement, unless the context otherwise requires or implies, the following expressions have the meanings as set out below:

<b>Affiliates</b>	<ol style="list-style-type: none"> <li>a. Any person who is an officer, employee, agent, representative or associate of a party;</li> <li>b. A Group Broker of a party;</li> <li>c. A person who is an officer, employee, agent, representative or associate of a Group Broker of a party</li> </ol>
<b>Agreement</b>	This Agreement as supplemented, amended or varied from time to time
<b>Applicable Law</b>	All laws, procedures, standards and codes of practices that apply in relation to EGM Securities and EGM Securities' products and the applicable laws or regulations of any other country and including all relevant rules of Government



	Agencies, Exchanges, Trade and Clearing associations and self-regulatory organisations as in force from time to time
<b>Act</b>	The Capital Markets Act, Kenya including such amendments as may be made from time to time
<b>Business</b>	The Business of EGM Securities as set out in the introduction
<b>Business Day</b>	A day when the banks are open for general banking business in Kenya, other than a Saturday, Sunday or Public Holiday
<b>Commencement</b>	The date on which both parties have executed this Agreement
<b>Contract Period</b>	The period commencing from the Commencement Date and continuing for the initial term and thereafter until terminated in accordance with this Agreement
<b>Client</b>	A prospective member of the public or an introduced client
<b>Client Account</b>	An account opened by a Client with EGM Securities
<b>Client Agreement</b>	The Agreement between a Client and EGM Securities under which EGM Securities deals in EGM Securities Products as may be amended from time to time
<b>CMA</b>	Capital Markets Authority
<b>EGM Securities Client Documents</b>	Means: <ul style="list-style-type: none"> <li>a. The EGM Securities Client Agreement;</li> <li>b. The EGM Securities Product Sensitization Framework;</li> <li>c. The Online or Offline Account Application Opened by the Client;</li> <li>d. EGM Securities Order Execution Policy;</li> <li>e. Any other document as required by any Applicable Law to be given to the client, including any additional disclosure documents; and</li> <li>f. Any other terms and conditions issued to the Clients.</li> </ul>
<b>EGM Securities Products</b>	<ul style="list-style-type: none"> <li>a. Margin FX Contracts; and</li> <li>b. Any other over-the-counter (OTC) derivative products or financial instruments which EGM Securities may be authorised to offer to its Clients from time to time and which EGM Securities agrees to offer its Clients.</li> </ul>
<b>EGM Securities Representatives</b>	EGM Securities representatives of EGM Securities and includes such other person or persons nominated by EGM Securities from time to time
<b>EGM Securities Services</b>	The services to be provided by EGM Securities to the Partner under this Agreement
<b>Force Majeure</b>	Any cause beyond a party reasonable control including, but without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, pandemics, restrictions or prohibitions of any government or government authority
<b>Government Agency</b>	A government or government department, a governmental, semi-governmental or judicial person or a person charged with the administration of any applicable law
<b>Group Broker</b>	Any related body corporate of the partner or EGM Securities as the case so requires
<b>Intellectual Property Rights</b>	All and any business names, copyrights, patents applications, trademarks, services marks, trade names, emblems logos, domain names, internet addresses, email addresses, designs, trade secrets, drawings, discoveries, inventions,



	improvements, technical data, formulae, computer programs, data bases, processes and methodologies owned or used including: <ul style="list-style-type: none"> <li>a. Know-how;</li> <li>b. The right to apply for registration of such industrial, commercial monopoly and intellectual property rights and includes all renewals and extensions; and</li> <li>c. All rights and licenses to use any industrial, commercial, monopoly and intellectual property rights</li> </ul>
<b>Margin FX Contracts</b>	Margin contracts between EGM Securities Clients for the taking of positions in foreign currency
<b>Procedures</b>	Any written procedures established by EGM Securities from time to time in relation to the specified services and the activities of the Partner
<b>Product Sensitization Framework</b>	The current Product Sensitization Framework prepared by EGM Securities in accordance with the Act and its enabling Regulations
<b>Proprietary Property</b>	All of EGM Securities and EGM Securities Affiliates' intellectual property rights including: <ul style="list-style-type: none"> <li>a. The domain name;</li> <li>b. All goodwill in the name and such other names used or registered by EGM Securities;</li> <li>c. All intellectual property arising out of, or in connection with EGM Securities performing the EGM Securities services;</li> <li>d. All intellectual property rights arising out of or in connection with the system and EGM Securities Products;</li> </ul>
<b>Regulatory Event</b>	Any of the following events occur irrespective of whether such event results in an official sanction or fine: <ul style="list-style-type: none"> <li>a. The Partner becomes aware that it has committed a breach of any laws or regulations applicable to it;</li> <li>b. A regulatory body notifies the Partner that it suspects it has committed a breach of any laws or regulations applicable to it; or</li> <li>c. A regulatory body notifies the Partner that it has committed a breach of any laws or regulations applicable to it</li> </ul>
<b>Statement of Account</b>	The monthly record of transactions entered into between EGM Securities and the Client and the confirmation of the Client's balances held with the EGM Securities
<b>Specified Services</b>	All activities undertaken by the Partner directly or indirectly in connection with: <ul style="list-style-type: none"> <li>a. Acting as a partner;</li> <li>b. Trading on financial markets for Clients of EGM Securities;</li> <li>c. This Agreement;</li> </ul>
<b>System</b>	The electronic platform comprising trade, routing, middle office and back end



	systems required to effect a transaction
<b>Trade</b>	A transaction between EGM Securities and the Client in relation to an EGM Securities Product
<b>Transaction</b>	The purchase or sale by Client of an EGM Securities Product
<b>Transaction Communication</b>	Written or electronic communication of a transaction issued by EGM Securities to a Client

#### 4.0. Commencement

- 4.1. This Agreement commences on the date of execution and continues until terminated by either party in accordance with the terms of the terms of this Agreement.

#### 5.0. Conditions and Warranties

- 5.1. The Partner warrants that all actions to be performed by it under this Agreement will comply with all laws, regulations, ordinance, organizational, or rules and ensure full compliance with the Capital Markets Act and all other relevant laws and regulations.
- 5.2. The Partner warrants that all action that, in respect to the services contemplated under this Agreement, it shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption but not limited to the Bribery Act, No. 47 of 2016, Laws of Kenya and must, amongst other things:
- 5.2.1. Maintain adequate policies and procedures to ensure compliance with the relevant requirements;
- 5.2.2. Promptly report to the Broker any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;
- 5.3. By signing this Agreement, the Partner certifies that it is currently complies with the relevant requirement as may be required by the Capital Markets Authority and any other regulatory agency;
- 5.4. The Partner shall provide such supporting evidence of compliance as the Broker may reasonably request, ensuring that all its officers, agents, representatives or such other person connected to the Partner comply with the relevant requirements.
- 5.5. The Partner will supply details and evidence of its status and business and of the license requirements as provided for under the Capital Markets Act and its enabling Regulations;
- 5.6. The Partner agrees that it will not accept funds from the Clients but must instruct the Clients to deposit or wire transfer funds directly to the Broker's Bank accounts;
- 5.7. The Partner undertakes that it will not use the name or brand, proprietary property, proprietary information or the trading platform of the Broker in its dealings with any prospective or active Client of the Broker except for the purpose of soliciting Clients



to become Clients of the Broker. Furthermore, the Partner understands and agrees that it will cease to use any property of the Broker whatsoever, once Broker ceases to have any active accounts from Clients introduced by Partner.

- 5.8. The Partner will not hold or operate a trading account for any of the Broker's Clients or its Clients in its own books or carry on any trades for the Client in respect of any matter which the Broker provides services to the Client pursuant to the operative Agreement unless the Partner is authorised to do so by the Capital Markets Authority, Kenya;
- 5.9. The Partner further agrees not to hold out or represent that any person is a Client of the Broker in respect of any trading activity unless they hold a trading account(s) in the books of the Broker and such trades are conducted through such account(s);
- 5.10. The Partner agrees that it will not in any way represent to any prospective Client or existing Client that the Broker will guarantee such Client against loss or limit the loss of such Client and that it will not call for or attempt to collect required initial margin or necessary margin as established by the Broker;
- 5.11. Both parties will promptly advise the other party of any regulatory or legal inquiries in relation to this Agreement;
- 5.12. The Broker shall be responsible for providing the Client with any disclosures required under the applicable laws and regulations, including without limitation, those disclosures required by the rules or regulations of the self-regulatory organisation or exchanges of which the Broker is a member. If the Partner is required under applicable laws and regulations to provide certain disclosures, the Partner will be responsible for providing such disclosures.

## **6.0. Discretionary Authority**

- 6.1. The Partner represents and warrants that the provisions of discretionary services by the Partner to its Clients will not violate any law, regulation, ordinance, charter, by-law or rule applicable to the Partner or to the jurisdiction in which the Partner or its Client is resident;
- 6.2. The Partner will not provide any discretionary services, nor will it permit any of its employees or consultants to exercise any discretionary services over the Clients' accounts, unless authorised by the Capital Markets Authority and having obtained a signed a Letter of Authorisation from the Client authorising such persons to trade on behalf of the client;
- 6.3. Without limiting the Partner's compliance with Clause 6.1, before performing any Discretionary Services for a prospective Client or any existing Client, the Partner shall disclose to the Client in writing that:
  - 6.3.1. The Partner is not an affiliate of the Broker;
  - 6.3.2. The discretionary Services are provided by the Partner, not the Broker;



- 6.3.3. The Broker shall not be responsible for the profitability of, and shall not be liable for any losses, costs, expenses or damages suffered by the Client arising from, discretionary services, advice, information or recommendations provided by the Partner to its Clients.

## 7.0. Compensation

- 7.1. When requested, the Broker may quote a wider spread for certain currency pairs for Clients introduced by the Partner and the Broker will pay to the Partner the total of the wider spread or part thereof, as set out in an Addendum to this agreement when applicable;
- 7.2. When requested, the Broker may charge Clients, introduced by the Partner, additional mark ups or spreads and pay out these amounts to the Partner in accordance with clause 7.4 of this Agreement. The Partner agrees that the Broker will determine, in its sole discretion, the maximum revenue share charge allowable and payable to the Partner on each Transaction. The Broker reserves the right to alter or amend its schedule of allowable revenue share at any time upon written notice to the Partner as shared from time to time in the Broker's general communications with Clients.
- 7.3. In addition to amounts payable in accordance with clause 7.1 and 7.2, the Broker may pay to the Partner additional compensation as set out in the Addendum to this Agreement.
- 7.4. The Broker has a right not to pay the Partner the Compensation for completed transactions if the Broker reasonably believes that some form of market abuse or regulatory breach may have taken place or may result from completed transactions.
- 7.5. The Broker will pay compensation to the Partner for completed trades in real time, save where the Broker has notified the Partner by written notice. The Broker reserves the right to alter or amend this clause at any time upon written notice to the Partner.

## 8.0. Introduction of Clients

- 8.1. Each prospective Client introduced to the Broker by the Partner must be eligible to become a Client of the Broker and must open a trading account with the Broker by:
- 8.1.1. Completing the Broker's 'Online Application Form'; or
- 8.1.2. Sending to the Broker a completed, sign and dated copy of the 'Offline Application Form' to open a personal or a corporate margin trading account, and by providing;
- 8.1.3. Documents proving the Client's identity and address in respect of Personal Margin Trading Account;
- 8.1.4. Requested Broker Documentation, shareholders' details and directors' proof of address and identification in respect of a corporate margin trading account



- 8.2. Where an introduced Client has communicated to the Broker that it wishes to be unlinked from the Partner (the 'Unlinked Client'), the Broker shall, from the date of such communication, cease paying the Partner compensation in respect of the Unlinked Client. Any existing, but unpaid compensation in respect of the Unlinked Client due to the Partner shall be paid upon the Broker's confirmation of the same. Prior to unlinking Client, the Broker will provide written notice to the Partner;
- 8.3. The Partner agrees to use the Broker's link as availed on the Partner's website to introduce Clients at all times. Where this is not possible, the Partner agrees to encourage Clients to use their Partnership Identification number for the initial trading account application process. The Broker reserves the right not to recognise any Clients as introduced by the Partner if the Client introduced by the Partner does not provide the Partner identification number during the initial trading account application process or by written notice within Five (5) business days after the trading account has been opened by the Client;
- 8.4. The Broker reserves the right to determine, in its sole discretion whether a Client has been introduced by the Partner if the Client's registration was not carried out in accordance with clause 8.3 above;
- 8.5. The Broker reserves the right not to accept the Client as being introduced by the Partner and not to pay to the Partner the Compensation for the Completed Transactions made by such Client, if:
  - 8.5.1. The Client opens a trading account with the Broker more than Five (5) Business days before the Client is introduced to the Broker by the Partner; or
  - 8.5.2. The Client already has a trading account with the Broker or any Affiliates more than five business days before the Client is introduced to the Broker by the Partner.
- 8.6. The Broker has the right to reject any potential Client who does not meet the Know Your Customer requirements set out under the regulations and the Partner hereby agrees that all new account applications must be approved by the Broker;
- 8.7. All Clients of the Partner as of the date of this Agreement and introduced to the Broker during the course of this Agreement, remain Clients of the Broker even upon termination or cessation of this Agreement. The Partner shall not interfere with the Client's right to maintain the Client's account with, or transfer the Client's account to or from, the Broker.

## **9.0. Limitations of liability and indemnity**

- 9.1. The Broker will not be liable for any loss or expenses incurred by the Partner in connection with, or directly or indirectly arising from the acts, omissions or negligence of any third party;
- 9.2. The Partner will indemnify the Broker and keep the Broker indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature





whatsoever which the Broker suffers or incurs as a direct or indirect result of any act or omission of the Partner in connection with its relationship with the Broker or any Client introduced by the Partner to the Broker or any failure by the Partner to perform any of the Partner's obligations under this Agreement or any breach of any provisions of this Agreement including the Partner Agreement;

- 9.3. Unless specifically provided in this Agreement, the Broker shall in no circumstances be liable to the Partner for any consequential direct or indirect losses, loss of profits, loss of opportunity, costs, expenses, penalties or damages the Partner may suffer in relation to this Agreement.

## 10.0. Written Notice

- 10.1. Any written Notice under this Agreement may be made or given by any of the following means;
- 10.1.1. Email;
  - 10.1.2. Facsimile Transmission;
  - 10.1.3. Post
- 10.2. All contact details provided by the Partner e.g. address, email address or fax number as last notified will be used as applicable;
- 10.3. Any such Written Notice will be deemed to have been served:
- 10.3.1. If sent by email, within one hour after the emailing it, unless a 'not sent' or 'not received' notice is received from email server;
  - 10.3.2. If sent by fax, at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to:
    - a. Proof by sender that the sender holds a printed transmission report confirming dispatch of the transmitted notice; and
    - b. The sender not receiving any telephone calls from the recipient within one hour from the above time, that the fax has not been received in an eligible form;
  - 10.3.3. If sent by post, seven calendar days after posting;
  - 10.3.4. If posted on the Broker's News Webpage.
- 10.4. For the purpose of Clause 10. 'Business Hours' means between 8:00 am and 5:00 pm Kenya time on a Business Day.



## 11.0. Amendment and Termination

- 11.1. Save as otherwise stated in this Agreement, The Partner and the Broker have the right to modify the terms of this Agreement, Addendum or Appendix at any time by giving either party a written notice of Ten (10) Business days to mutually and expressly consent to the terms amended.
- 11.2. This Agreement may be terminated by either party upon Thirty (30) calendar days written notice to the other;
- 11.3. The Broker may terminate this Agreement with immediate effect by giving written notice to the Partner, if:
  - 11.3.1. The Partner or its principals, directors, officers and managers are convicted of a crime or serious violation of law that bears on their honesty and integrity;
  - 11.3.2. The Broker determines, in its sole discretion, that the Partner has committed acts that are inconsistent with;
    - i. The provisions of the Act and applicable Regulations;
    - ii. The Material provisions of the Agreement; or
    - iii. Fair, just and equitable principles of trade; or
  - 11.3.3. The Partner does not comply (whether wholly or partly) with clause 5 of this Agreement.
- 11.4. Termination of this Agreement shall have the effect of terminating the compensation arrangement as set out in this Agreement and in the Addendum with immediate effect. Any such termination will not affect any existing rights or obligations under this Agreement which have arisen prior to termination.

## 12.0. Personal data and recording of telephone calls

- 12.1. The Broker may use, store or otherwise process personal information provided by the Partner;
- 12.2. By entering into this Agreement, the Partner will be consenting to the transmittal of the Partner's personal data (and/or have obtained consent from individuals working on the Partner's behalf) outside Kenya;
- 12.3. The Partner agrees that the Broker may pass information about the Partner which the Partner has provided to other companies in the Broker's group and to external companies to help the Broker to process and/or analyse it as a part of fulfilling the Broker's obligations under this Agreement. If the Partner does not wish the Partner's personal data to be used for such purposes, the Partner shall give the Broker Written Notice;



- 12.4. Such person may also be used for marketing purposes, or to conduct market research for the Broker or other companies in its group that may use the personal data to bring to the attention of the Partner products and services that may be of interest to the Partner. If the Partner does not wish the Partner's personal data to be held for such purposes the Partner shall give the Broker written notice;
- 12.5. Telephone conversations between the Partner and the Broker may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Broker and will be accepted by the Partner as conclusive evidence of the instructions or conversations so recorded. The Partner agrees that the Broker may deliver copies of transcripts of such recordings to any courts, regulatory or government authority.

### **13.0. Consent to direct contact**

- 13.1. The Partner expressly invites the Broker, for the purpose of administering the terms of this Agreement or otherwise marketing financial services and products from time to time, to make direct contact with the Partner by telephone, fax or otherwise;
- 13.2. The Partner consents to such communications and acknowledges that such communication would not be considered by the Partner as being a breach of any of the Partner's rights under any relevant data protection and privacy regulations;

### **14.0. Confidentiality**

- 14.1. The information which the parties hold about prospective Clients or existing Clients is confidential and will not be used for any purpose other than as described in this Agreement;
- 14.2. Information of a confidential nature will be treated as such provided that such information is not ready in the public domain.
- 14.3. Information of a confidential nature will only be disclosed to any person other than an affiliate of the Broker, in the following circumstance:
  - 14.3.1. Where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over the Broker or the Partner (or any respective associate)
  - 14.3.2. To investigate or prevent fraud or other illegal activity;
  - 14.3.3. If it is in the public interest to disclose such information;
  - 14.3.4. At the Client's request or with the Client's consent.
- 14.4. Except as otherwise provided in this Agreement, or as the Broker may otherwise consent to in writing, the Partner will keep confidential and not disclose, or make any use of, except for the benefit of the Broker, at any time, either during or subsequent to the termination of this Agreement, any proprietary information. The Partner



acknowledges and agrees that any proprietary information is given to the Partner in confidence, solely to permit the Partner to fulfil its obligations to the Broker under this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and non-disclosure to the public or other persons who could obtain economic value from their disclosure or use.

- 14.5. The Partner shall not, under any circumstances deliver, reproduce or allow any proprietary information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without prior written consent of a duly authorised representative of the Broker.

#### **15.0. Proprietary Property**

- 15.1. Subject to terms and conditions of this Agreement, the Broker hereby grants to the Partner, for the duration of this Agreement, a non- exclusive and revocable license to use Proprietary Property;
- 15.2. Proprietary Property, regardless of the author, shall remain the sole property of the Broker and shall be accounted for and returned by the Partner to the Broker on demand. It is expressly understood that the Partner's license to the use or possession of proprietary property is to fulfil its obligations to the Broker under this Agreement and that the Partner has no other right or proprietary interest in the proprietary interest in the Proprietary property other than the license provide in this clause;
- 15.3. In the event of the termination of this Agreement for any reason, the Partner will promptly surrender and deliver to the Broker, Proprietary Property, including but not limited to, all materials, equipment, documents, and data pertaining to its relationship with or to any Proprietary Information of the Broker including all copies thereof;
- 15.4. The Partner agrees to indemnify the Broker and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Broker, or for which the Broker, or for which the Broker may become liable, with respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the Partner to the Broker during the course of this Agreement.

#### **16.0. Force Majeure**

- 16.1. The Broker may, in its reasonable opinion, determine that a Force Majeure exists, in which case the Broker will, in due course, take reasonable steps to inform the Partner;
- 16.2. A Force Majeure event includes without limitation; any acts, events or occurrences(including, but not limited to, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which in the Broker's reasonable opinion, prevents the Broker from fulfilling the Broker's obligations under this Agreement;



- 16.3. If the Broker determines in its reasonable opinion that a force majeure event exists (without prejudice to any other right under this Agreement) the Broker may without prior written notice and at any time take or omit to take all such actions as the Broker deems to be reasonably appropriate in these circumstances;

#### 17.0. Miscellaneous

- 17.1. This Agreement as amended from time to time in accordance with clause 9, sets out the terms and conditions between the Broker and the Partner, who acting in accordance with the Capital Markets Act, the Capital Markets Online Foreign Exchange Trading Regulations, 2017 and any other applicable law;
- 17.2. In the event that a situation arises that is not covered under this Agreement, the Broker will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice;
- 17.3. No single or partial exercise of, or failure or delay in exercising any right, any power or remedy (under these terms or at law) by the Broker shall constitute a waiver by the Broker of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law;
- 17.4. Any liability of the Partner to the Broker under this Agreement may in whole or in part be released, compounded, compromised or postponed by the Broker in its discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Broker of a breach of any the terms of this Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Broker of a breach of any of the terms of this Agreement or a default under these terms will not prevent the Broker from subsequently requiring compliance with the waived obligation.
- 17.5. The rights and remedies provided to the Broker under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law;
- 17.6. The Broker may assign the benefit and burden of this Agreement to a third party in whole or in part provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect Ten (10) Business days following the day the Partner is deemed to have received notice of assignment in accordance with this Agreement;
- 17.7. If any term of this Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected;
- 17.8. The Partner may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Partner's rights and obligations under this Agreement



without prior written consent of the Broker and any purported assignment, charge or transfer in violation of this term shall be void;

- 17.9. The Partner shall inform the Broker of any other business activities entered into by the Partner during the term of this Agreement and shall provide the Broker with information, as requested, regarding such activity;
- 17.10. No variations of this Agreement are effective unless made in writing signed by both parties of their authorised agents;
- 17.11. This Agreement and any Service Level Agreements, Addendums and Appendices referred to it constitute the entire agreement between the Parties and supersede all other agreements or arrangements, whether written or oral, express or implied between parties or either of them;
- 17.12. The Partner Agrees to inform the Broker about all the facts and circumstances, it becomes aware of that may result in undesired consequences or risks for the Broker

#### **18.0. No Partnership or Agency**

- 18.1. Nothing in this Agreement creates or establishes a joint venture, employment or a relationship of principal and agent or any other fiduciary relationship between the parties. The Partner will not represent itself as an agent of the Broker and the Partner will have no authority or power to bind the Broker or to contract in the name or create a liability against the Broker.

#### **19.0. Governing Law and Jurisdiction**

- 19.1. This Agreement shall be governed by and construed in accordance with the Laws of Kenya;
- 19.2. With respect to any proceedings, the Partner irrevocably:
  - 19.2.1. Agree that the Courts of Kenya shall have exclusive jurisdiction to determine any proceedings;
  - 19.2.2. Submit to the jurisdiction of the Kenyan Courts;
  - 19.2.3. Waives any objection which the Partner may have at any time to the bringing of any proceedings in any such court; and
  - 19.2.4. Agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Partner.
- 19.3. Where this Agreement is issued in a language other than in English, the English Language version shall take over precedent in the event of any conflict.



EXECUTED AS AN AGREED ON THIS

DAY OF

2020

EXECUTED BY THE PARTNER

EXECUTION ON BEHALF OF EGM SECURITIES

Name:

Name:

Position:

Position:

Date:

Date:

Signature:

Signature:

