



**PRUDENTIAL
SECURITIES LTD.**

...Your key to financial success

**MANAGED FUNDS
APPLICATION FORM
(CORPORATE)**

ACCOUNT NAME

ACCOUNT NUMBER

REQUIREMENTS FOR OPENING A CORPORATE ACCOUNT

PLEASE COMPLETE ALL RELEVANT PORTIONS OF THE APPLICATION FORM AND RETURN THIS PACKAGE ALONG WITH THE ORIGINALS FOR SIGHTING ONLY AND COPIES THE FOLLOWING DOCUMENTS

- 1. Account Opening Form Duly Completed.**
- 2. Specimen Signature Card Duly Completed.**
- 3. Copy Of Certificate Of Incorporation And Certificate To Commence Business.**
- 4. Board Resolution To Open Account And Nomination Of Signatories.**
- 5. Copy of Memorandum and Articles of Association (Forms A, 3, 17)**
- 6. TIN PIN (Ghana Card)**
- 7. Partnership Deed (where applicable)**
- 8. Constitution if unregistered association**
- 9. Act / Gazette for Government Agency (where applicable)**
- 10. One passport-sized photograph of each signatory**
- 11. Resident /Work Permit**
- 12. Evidence of registration with other Government Agencies**
- 13. Power of Attorney (where applicable)**
- 14. Letter of Indemnity**
- 15. Proof of Company Address**
- 16. Proof of Identity of all signatories and representatives**
- 17. Investment Management Agreement**

***CATEGORY OF BUSINESS**

Sole Proprietorship Partnership Limited Liability Company
 Associations Charities / NgOs Other

If Other, Please Specify _____

***BUSINESS DETAILS**

*Company/Business Name: _____

*Certificate of Incorporation Number: _____

* Date of Incorporation/ Registration: License Number: _____

*Jurisdiction of Incorporation: _____

*Parent Company's Country of Incorporation (If any) _____

*Type/Nature of Business: _____

Sector/ Industry: _____

Principal Place of Business: _____

Company's Postal Address: _____

*Digital Address (Ghana Post GPS): _____

*Business Email: _____

Website (if any): _____

TIN / PIN (GHA):

Contact Number 1:

Contact Number 2:

***TURNOVER**

Monthly Turnover (GHS): Below 10,000 Above 10,000-100,000 Above 100,000 Above 10 Million

Annual Turnover (GHS): Below 10,000 Above 10,000-100,000 Above 100,000 Above 10 Million

***STATEMENT SERVICES**

Mode of Statement Delivery: Email Collection

Delivery Statement Frequency: Quarterly Half Annually

CLIENT INVESTMENT PROFILE

*Investment Objective: _____

 *Risk Tolerance: Low Medium High

 *Investment Horizon: Short Term Medium Term Long Term

 *Investment Knowledge: Low Medium High

*Initial Investment Amount (GHS): _____

 *How do you want your investment managed? Discretionary Mandate Non-Discretionary Mandate
***EXPECTED ACCOUNT ACTIVITY**

 Source of Funds: Proceeds from business Other

If other, please specify: _____

Anticipated Investment Activity:

 Top-ups: Monthly Quarterly Bi-Annual Annual Other Frequency

If other frequency, please specify: _____

 Withdrawals: Monthly Quarterly Bi-Annual Annual Other Frequency

If other frequency, please specify: _____

Regular Top-up Amount (Expected): _____

Regular Withdrawal Amount (Expected): _____

***KEY CONTACT PERSON**

 Title: Mr. Mrs Ms. Prof. Dr. Rev. Other (Please Specify): _____ Gender: M F

Surname: _____

First Name : _____

Other Name(s): _____

Maiden Name (if any): _____

 Date of Birth: D M Y Place of birth: _____

Country of Origin: _____ Country of Residence: _____

 Residential Status: Resident Ghanaian Non-Resident Ghanaian Digital Address: _____

 Resident Foreigner Non-Resident Foreigner Nearest Landmark: _____

IF COUNTRY OF ORIGIN IS NOT GHANA, PLEASE PROVIDE THE FOLLOWING:

 Residence Permit Number: _____ Permit Issue Date: City/Town: _____

 Place of Issue : _____ Permit Expiry Date:

 Job Title _____ Mobile Number:

 TIN / PIN (GHA): Marital Status: Single Married Divorced

Spouse Name : _____

Mother's Maiden Name: _____

***ACCOUNT SIGNATORY DETAILS 1**

 Title: Mr. Mrs Ms. Prof. Dr. Rev. Other (Please Specify): _____ Gender: M F

Surname: _____

First Name : _____

Other Name(s): _____

Maiden Name (If any): _____

 Date of Birth: D M Y Place of birth: _____

Country of Origin: _____ Country of Residence: _____

 Residential Status: Resident Ghanaian Non-Resident Ghanaian Digital Address: _____

 Resident Foreigner Non-Resident Foreigner Nearest Landmark: _____

IF COUNTRY OF ORIGIN IS NOT GHANA, PLEASE PROVIDE THE FOLLOWING:

 Residence Permit Number: _____ Permit Issue Date: City/Town: _____

 Place of Issue : _____ Permit Expiry Date:

 Job Title _____ Mobile Number:

 TIN / PIN (GHA): Marital Status: Single Married Divorced

Spouse Name : _____

Mother's Maiden Name: _____

***ACCOUNT SIGNATORY DETAILS 2**

 Title: Mr. Mrs Ms. Prof. Dr. Rev. Other (Please Specify): _____ Gender: M F

Surname: _____

First Name : _____

Other Name(s): _____

Maiden Name (If any): _____

 Date of Birth: D M Y Place of birth: _____

Country of Origin: _____ Country of Residence: _____

 Residential Status: Resident Ghanaian Non-Resident Ghanaian Digital Address: _____

 Resident Foreigner Non-Resident Foreigner Nearest Landmark: _____

IF COUNTRY OF ORIGIN IS NOT GHANA, PLEASE PROVIDE THE FOLLOWING:

 Residence Permit Number: _____ Permit Issue Date: City/Town: _____

 Place of Issue : _____ Permit Expiry Date:

 Job Title _____ Mobile Number:

 TIN / PIN (GHA): Marital Status: Single Married Divorced

Spouse Name : _____

Mother's Maiden Name: _____

***ACCOUNT SIGNATORY DETAILS 3**

 Title: Mr. Mrs Ms. Prof. Dr. Rev. Other (Please Specify): _____ Gender: M F

Surname: _____

First Name : _____

Other Name(s): _____

Maiden Name (If any): _____

 Date of Birth: D M Y Place of birth: _____

Country of Origin: _____ Country of Residence: _____

 Residential Status: Resident Ghanaian Non-Resident Ghanaian Digital Address: _____

 Resident Foreigner Non-Resident Foreigner Nearest Landmark: _____

IF COUNTRY OF ORIGIN IS NOT GHANA, PLEASE PROVIDE THE FOLLOWING:

 Residence Permit Number: _____ Permit Issue Date: City/Town: _____

 Place of Issue : _____ Permit Expiry Date:

 Job Title _____ Mobile Number:

 TIN / PIN (GHA): Marital Status: Single Married Divorced

Spouse Name : _____

Mother's Maiden Name: _____

***DIRECTORS / EXECUTIVES / TRUSTEES / ADMINISTRATORS**

Surname	Other names	ID Type/ID Number	Status	Contact Number

BENEFICIAL OWNERS:
***BENEFICIAL OWNERSHIP**

Surname	Other names	ID Type/ID Number	PEP Status	Contact Number	Home Address	Date of Birth	Ownership %	TIN

FOREIGNERS ONLY:

Resident Permit Number _____ Place of Issue _____

***BENEFICIAL OWNERSHIP (CONTINUED)**
DIRECTORS:

Surname	Other names	ID Type/ID Number	PEP Status	Contact Number	Home Address	Date of Birth	Ownership %	TIN

***AFFILIATIONS**
IF A PART OF A GROUP, KINDLY STATE ALL ENTRIES WITHIN THE GROUP STRUCTURE:

***BANK ACCOUNT DETAILS**

Bank Name	Account Name	Account Number	Bank Branch

***CUSTOMER CATEGORY**

- | | | | |
|-------------------------------------|--------------------------|-----------------------------|--------------------------|
| Fund Manager | <input type="checkbox"/> | Insurance | <input type="checkbox"/> |
| Broker Dealer | <input type="checkbox"/> | Pension Fund | <input type="checkbox"/> |
| Collective Investment Scheme | <input type="checkbox"/> | Religious Bodies | <input type="checkbox"/> |
| Universal Banks | <input type="checkbox"/> | Hospital | <input type="checkbox"/> |
| Finance House | <input type="checkbox"/> | School | <input type="checkbox"/> |
| Microfinance Institution | <input type="checkbox"/> | Company (For Profit) | <input type="checkbox"/> |
| Savings & Loans | <input type="checkbox"/> | Company (NGO) | <input type="checkbox"/> |
| Rural & Community Banks | <input type="checkbox"/> | | |

SIGNATURE MANDATE

ACCOUNT NUMBER: _____

ACCOUNT NAME: _____

SIGNING INSTRUCTION

SPECIMEN SIGNATURE(S) TO BE SIGNED

PRINT NAME

A

**PLACE
PHOTO**

A

PRINT NAME

B

**PLACE
PHOTO**

B

PRINT NAME

C

**PLACE
PHOTO**

C

PRINT NAME

D

**PLACE
PHOTO**

D

One to sign

Either to sign

Both to sign

Any Two to Sign

***CLIENT ADDITIONAL INFORMATION**

Do the shareholders, directors, executives, senior management, administrators, trustees and signatories fall under the following:

A head of state/government, politician, senior public official, senior military official, senior public corporation officer, high rank political party official in Ghana YES / NO

If yes to any above, please specify name and nature of the position:

A head of state/government, politician, senior public official, senior military official, senior public corporation officer, high rank political party official outside Ghana YES / NO

If yes to any above, please specify name and nature of the position:

***CUSTOMER RISK PROFILE 1**

The following is designed to enable the institution determine whether the client is a Politically Exposed Person (PEP) (head of state, government politician, public official, military official etc)

Client Screening:

Customer Identification Was Done: Face to Face Remotely

Level of risk: Low Medium High

Nature of High-Risk Exposure: PEP Non- Resident

High Risk Business (Refer to guide) State Nature of Business _____

High Risk Country State Country _____

AML CUSTOMER RISK RATING

	Score Column	Yes/No	Extended Score
The customer meets the PEP qualifying criteria and currently holds the position in public office or has been out of office for less than 5 years.	5		
The PEP has been out of public office for 5 years or more and is either still actively or less actively involved in politics.	5		
The customer is a relative or close associate of a PEP as identified in questions 1, 2 (e.g., spouse, partner, child, parent, joint account holder etc.)	5		
The customer is a private banking and/or other wealth management customer, individual or business customer with cumulative balances of over GH¢1,500,000.00 monthly.	5		
The customer is categorized as a Designated Non-Financial Business and Professions, examples; casinos, real estates, accountants, lawyers etc.	5		
The customer /business is categorized as a club (except small groups whose activities or nature may not qualify them as high risk, e.g., youth groups in churches, rural groupings, clubs or associations that depend on small membership dues)/Association/NPO/NGO	5		
The customer is represented by another via Power of Attorney.	5		
The beneficial owner(s) and / or ownership structure are difficult to identify and/or verify.	5		
The beneficial owner(s) of the account is/are Nationals of a high-risk country	5		
The Customer/ Business Entity is registered in a foreign country with no local operations.	5		
The customer is conducting business with a high risk country and utilizes one or more of the following products or services: Wire Transfers, Foreign Drafts, Letters of Credit	5		
The source of funding or declared income for the account CANNOT be determined	5		
The customer is engaged in large and/or frequent wire-in/wire-out or inland online transfers	5		
The customer is non-resident in Ghana	5		
TOTAL			

SCORE LEGEND	
Risk Rating	Score
High Risk	5
Medium Risk	3 and 4
Low Risk	0,1 and 2

NOTE:

- a) For each 'yes' response, the value in the score column is to be used
 b) For each 'No' response, the default score of zero is to be used

INTERVIEWING OFFICER:

Name _____

Signature _____

 Date:

SUPERVISOR:

Name _____

Signature _____

 Date:

***CUSTOMER RISK PROFILE 2**

The following is designed to enable the institution determine whether the client is a Politically Exposed Person (PEP) (head of state, government politician, public official, military official etc)

Client Screening:

Customer Identification Was Done: Face to Face Remotely

Level of risk: Low Medium High

Nature of High-Risk Exposure: PEP Non- Resident

High Risk Business (Refer to guide) State Nature of Business _____

High Risk Country State Country _____

AML CUSTOMER RISK RATING

	Score Column	Yes/No	Extended Score
The customer meets the PEP qualifying criteria and currently holds the position in public office or has been out of office for less than 5 years.	5		
The PEP has been out of public office for 5 years or more and is either still actively or less actively involved in politics.	5		
The customer is a relative or close associate of a PEP as identified in questions 1, 2 (e.g., spouse, partner, child, parent, joint account holder etc.)	5		
The customer is a private banking and/or other wealth management customer, individual or business customer with cumulative balances of over GH¢1,500,000.00 monthly.	5		
The customer is categorized as a Designated Non-Financial Business and Professions, examples; casinos, real estates, accountants, lawyers etc.	5		
The customer /business is categorized as a club (except small groups whose activities or nature may not qualify them as high risk, e.g., youth groups in churches, rural groupings, clubs or associations that depend on small membership dues)/Association/NPO/NGO	5		
The customer is represented by another via Power of Attorney.	5		
The beneficial owner(s) and / or ownership structure are difficult to identify and/or verify.	5		
The beneficial owner(s) of the account is/are Nationals of a high-risk country	5		
The Customer/ Business Entity is registered in a foreign country with no local operations.	5		
The customer is conducting business with a high risk country and utilizes one or more of the following products or services: Wire Transfers, Foreign Drafts, Letters of Credit	5		
The source of funding or declared income for the account CANNOT be determined	5		
The customer is engaged in large and/or frequent wire-in/wire-out or inland online transfers	5		
The customer is non-resident in Ghana	5		
TOTAL			

SCORE LEGEND	
Risk Rating	Score
High Risk	5
Medium Risk	3 and 4
Low Risk	0,1 and 2

NOTE:

- a) For each 'yes' response, the value in the score column is to be used
 b) For each 'No' response, the default score of zero is to be used

INTERVIEWING OFFICER:

Name _____

Signature _____

 Date:

SUPERVISOR:

Name _____

Signature _____

 Date:

***CUSTOMER RISK PROFILE 3**

The following is designed to enable the institution determine whether the client is a Politically Exposed Person (PEP) (head of state, government politician, public official, military official etc)

Client Screening:

Customer Identification Was Done: Face to Face Remotely

Level of risk: Low Medium High

Nature of High-Risk Exposure: PEP Non- Resident

High Risk Business (Refer to guide) State Nature of Business _____

High Risk Country State Country _____

AML CUSTOMER RISK RATING

	Score Column	Yes/No	Extended Score
The customer meets the PEP qualifying criteria and currently holds the position in public office or has been out of office for less than 5 years.	5		
The PEP has been out of public office for 5 years or more and is either still actively or less actively involved in politics.	5		
The customer is a relative or close associate of a PEP as identified in questions 1, 2 (e.g., spouse, partner, child, parent, joint account holder etc.)	5		
The customer is a private banking and/or other wealth management customer, individual or business customer with cumulative balances of over GH¢1,500,000.00 monthly.	5		
The customer is categorized as a Designated Non-Financial Business and Professions, examples; casinos, real estates, accountants, lawyers etc.	5		
The customer /business is categorized as a club (except small groups whose activities or nature may not qualify them as high risk, e.g., youth groups in churches, rural groupings, clubs or associations that depend on small membership dues)/Association/NPO/NGO	5		
The customer is represented by another via Power of Attorney.	5		
The beneficial owner(s) and / or ownership structure are difficult to identify and/or verify.	5		
The beneficial owner(s) of the account is/are Nationals of a high-risk country	5		
The Customer/ Business Entity is registered in a foreign country with no local operations.	5		
The customer is conducting business with a high risk country and utilizes one or more of the following products or services: Wire Transfers, Foreign Drafts, Letters of Credit	5		
The source of funding or declared income for the account CANNOT be determined	5		
The customer is engaged in large and/or frequent wire-in/wire-out or inland online transfers	5		
The customer is non-resident in Ghana	5		
TOTAL			

SCORE LEGEND	
Risk Rating	Score
High Risk	5
Medium Risk	3 and 4
Low Risk	0,1 and 2

NOTE:

- a) For each 'yes' response, the value in the score column is to be used
 b) For each 'No' response, the default score of zero is to be used

INTERVIEWING OFFICER:

Name _____

Signature _____

 Date:

SUPERVISOR:

Name _____

Signature _____

 Date:

***APPROVALS**

Account opened by: _____

Name of Licensed Officer: _____

Position: _____ Signature: _____

 Date:

Compliance Officer/AMLRO Review Comments _____

Account approved/authorized by Compliance Officer/AMLRO:

Name: _____ Position: _____

 Signature: _____ Date:
***Account of High-Risk Nature must be jointly approved by CEO/Executive/Senior Manager and Compliance Officer**
High risk account authorized /approved by Executive / CEO

Full name: _____

Signature: _____

Comment: _____

 Date:
CHECKLIST

SN.	Documents Required	Verified <input type="checkbox"/>
1.	Account Opening Form Duly Completed.	12. Evidence of registration with other Government Agencies
2.	Specimen Signature Card Duly Completed.	13. Power of Attorney (where applicable)
3.	Copy Of Certificate Of Incorporation And Certificate To Commence Business.	14. Letter of Indemnity
4.	Board Resolution To Open Account And Nomination Of Signatories.	15. Proof of Company Address
5.	Copy of Memorandum and Articles of Association (Forms A, 3, 17)	16. Proof of Identity of all signatories and representatives
6.	TIN PIN (Ghana Card)	17. Investment Management Agreement
7.	Partnership Deed (where applicable)	
8.	Constitution if unregistered association	
9.	Act / Gazette for Government Agency (where applicable)	
10.	One passport-sized photograph of each signatory	
11.	Resident / Work Permit	

INVESTMENT MANAGEMENT AGREEMENT

THIS AGREEMENT is made on.....between **Prudential Securities Limited**, a company incorporated under the laws of Ghana, and licensed by the Securities and Exchange Commission (SEC) and National Pensions Regulatory Authority (NPRA) having its registered office situated at **8 John Hammond Street, Ring Road Central, Accra.**

AND

.....whose address is
..... (hereinafter referred to as the "Investor" or "Client") of the other part;

IT IS HEREBY AGREED AS FOLLOWS:

1.0 APPOINTMENT

1.1 The within named Investor hereby appoints the Fund Manager and the Fund Manager accepts the appointment as Fund manager to operate a discretionary managed account(s) on behalf of the Client, in respect of the Client's managed account and in accordance with the terms and conditions set forth in this Agreement, such management hereinafter referred to as the "Services"

1.2 The Fund Manager shall open an investment account in the name of the Investor to hold the assets of the Portfolio in accordance with the terms and conditions set forth in this Agreement.

1.3 The appointment shall remain in force unless otherwise terminated as per the term of clause 10 of this Agreement.

2.0 FUNCTIONS OF THE FUND MANAGER

The Fund Manager shall;

2.1 Have sole discretion to manage and invest the Portfolio in accordance with the Investment Strategy and Asset Allocation Strategy agreed with the investor.

2.2 Invest and manage the Portfolio in accordance with the Client's investment characteristics as reflected in the Client's risk tolerance level, return objectives, liquidity needs, time horizon and any other unique investment circumstances agreed upon.

2.3 At all times act in the best interest of the investor

2.4 Maintain proper books of account and provide the reports set out in section 4.0 of this Agreement.

2.5 Exercise the necessary standard of care to ensure that the fund investments are done in the best interest of the investor.

2.6 Exercise at its full discretion any voting power as a shareholder on behalf of the Investor, such power having been derived from any shares or other investments held by the Investor, provided that in so doing, it shall always act in the Investor's best interest.

2.7 Review periodically the investment exposure strategies

of the portfolios of the main asset classes, and to direct the asset make-up within asset classes.

2.8 Make, at any time, any change in the investment or condition of the securities, investments, properties and/or assets forming part of the Investment Portfolios, by selling, calling in or converting them or any part into money, and to invest and reinvest the net proceeds received in such manner or in such properties, securities, investments and/or assets as it may consider proper.

2.9 Re-invest any income derived from any such investments, or to re-invest any proceeds arising upon their sale or redemption.

2.10 Vary any investments at any time as it may consider proper.

3.0 DISCLOSURE TO CLIENTS

A Fund Manager shall disclose the following information to its clients to enable them to make informed decisions:

3.1 The proposed investment strategy and asset allocation strategy, including appropriate guidance and warning of risk-return trade-offs.

3.2 In the case of placements, whether the proposed placement house where the clients' funds shall be invested is regulated or not and where the placement house is regulated, the primary regulator.

3.3 The risk-return characteristics of the proposed or underlying investments and implications to the investment corpus of the client.

3.4 Volatility of the price and any limitations on the available market for such investments (liquidity risks)

3.5 All costs and charges associated with the investments.

3.6 Where funds are placed with related parties, the names of the related parties.

3.7 Complaints procedure and contact information of internal and external dispute resolution mechanisms.

3.8 Outline of actions and remedies client may take in the event of default by Fund Manager.

3.9 Procedure for closing an account and transfer of funds.

4.0 INVESTMENT OBJECTIVES, GUIDELINES AND STRATEGIES

The investment objectives to be pursued by the Fund Manager shall be in accordance with the Investment Strategy and Asset Allocation Strategy agreed with the investment.

4.1 The Fund Manager shall endeavor to maximize returns consistent with the Client's investment characteristics as reflected in the Client's risk tolerance level, return objectives, liquidity needs, time horizon and any other unique investment circumstances as documented in the Investment Strategy and Asset Allocation Strategy.

4.2 The Fund Manager shall only invest in those instruments

INVESTMENT MANAGEMENT AGREEMENT (CONTINUED)

authorized under the Investment Strategy and Asset Allocation Strategy agreed with the investor and shall perform its duties with the standard of skill, care and judgement that would be expected of a professional investment manager.

4.3 The Fund Manager shall use its best endeavors to observe sound management and financial practice and give no guarantee as to the performance or profitability of any of the assets held in the portfolio.

4.4 The Fund Manager shall not be held responsible or be liable for any losses the Client may sustain unless attributable to fraud, bad faith, or proven gross negligence on the part of the Fund Manager.

4.5 The Investment Strategy and Asset Allocation Strategy agreed with the investor may be amended, supplemented or substituted by the Investor upon written notice to the Fund Manager requesting such amendment, supplementing or substitution.

5.0 REPORTING OBLIGATIONS

5.1 The Fund Manager shall maintain records of all transactions relating to the Portfolio and shall make them available for inspection during normal working hours by authorized representatives of the Investor after prior written notice has been given to the Fund Manager.

5.2 Unless otherwise agreed between the Parties, for a more frequent report, the Fund Manager shall on quarterly basis provide the Investor with reports detailing funds received, withdrawals, transactions executed, performance and earnings; such report to be in a format to be agreed between the Parties.

5.3 The Auditor of the Fund (appointed by the Investor) may audit the said reports at the end of each financial year.

6.0 ACKNOWLEDGMENT OF RISK

The Client acknowledges that he/she understands and is aware of the various risks that are involved in holding a portfolio of investments and especially the risks and exposure that may arise from holding equity, bond investments or alternative investments that may experience poor performance and/or capital losses. The Client understands that returns on investments offered by the Fund Manager are not guaranteed and may experience poor performance or result in a loss of capital.

7.0 FEES

7.1 The Fund Manager shall be paid a fee of

7.2 The fees shall be accrued daily and paid at the end of year.

7.3 The Investor shall be liable for all statutory fees payable on management fees including but not limited to Value Added Tax (VAT), National Health Insurance Levy (NHIL)

and GETFund Levy.

8.0 KNOW YOUR CUSTOMER

The Investor agrees to supply on request by the Fund Manager such documents and information as the Fund Manager shall request to fulfill its 'Know Your Customer' or other similar policy.

9.0 REPRESENTATION AND WARRANTY

Each Party represents and warrants to the other that it has been authorized to enter into this Agreement, the terms of which shall be legally binding and enforceable against it, and its entrance into this Agreement shall not violate any applicable law, its constitutive document or any other agreement to which it is a party.

10.0 CONFIDENTIALITY

10.1 The Fund Manager agrees to keep and to ensure that its personnel keep all information, documents and all other matters arising or coming to its or their attention regarding the portfolio by reason of this Agreement confidential and not at any time for any reason whatsoever to disclose or permit same to be disclosed to any third party except as permitted hereunder to enable the Fund Manager to carry out its duties and obligations.

10.2 The obligations of confidentiality referred to in clause 10.1 shall not apply to any confidential information which:

10.2.1 is required to be disclosed by applicable law or by the order of a court of competent jurisdiction

10.2.2 is in the possession of [and is at the free disposal of] the Fund Manager or is published or is otherwise in the public domain prior to the receipt of such Confidential Information by the Fund Manager

10.2.3 is or becomes publicly available on a non-confidential basis through no fault of the Fund Manager;

10.3 The obligations of the parties under this clause 10.1 shall survive the expiry or the termination of this Agreement for whatever reason.

11.0 DURATION OF AGREEMENT, AMENDMENTS AND TERMINATION

11.1 This Agreement shall come into effect on the date aforementioned and shall continue until terminated by either Party giving one (1) month's written notice sent by registered post, delivered personally to the other party or via email sent by either party.

11.2 Any variation to this Agreement shall only be effective if in writing and signed by an authorized representative of both parties to this Agreement.

11.3 Termination of this Agreement or removal of assets from the Portfolio shall not affect any outstanding orders or transactions or other legal rights or obligations which may already have arisen or any contractual provision

INVESTMENT MANAGEMENT AGREEMENT (CONTINUED)

intended to survive termination and will be without penalty or other additional payments save that the Investor will pay:

- i. The Fund Manager's fee pro rata to the date of termination; and
- ii. Any losses necessarily realized in settling or concluding outstanding obligations. The Fund Manager shall complete transactions already in progress at the time of termination or removal.

11.4 Upon termination of this Agreement, the Manager shall transfer the Portfolio or cause the Portfolio to be transferred to the Investor, its successor or assigns at the written direction of the Investor.

11.5 This Agreement may be terminated immediately any situation arises for whatever reason in the sphere of operation of the Investor which makes the continuity of business of the Investor, and hence the continued operation of the Portfolio unreasonable.

12.0 **GOVERNING LAW**
This Agreement shall be governed and construed under the laws of Ghana

13.0 **ARBITRATION**
Should any dispute arise between the Parties hereto in relation to this Agreement, the Parties shall use their best efforts to resolve the dispute, failing which; the same shall be referred to arbitration in accordance with the Alternative Dispute Resolution Act 2010, Act 798.

14.0 **MODE OF COMMUNICATION**
The official means of communication shall be by official letters or electronic mails only.
AS WITNESS, the parties have caused this Investment Management Agreement to be duly signed by the undersigned authorized representatives for and on behalf of the parties the day and year first above written

For and on behalf of Investor(s):

Name:

Signature:

Date:

In the presence of:

Name:

Signature:

Date:

For and on behalf of the Manager:

Name:

Job Title:

Signature:

Date:

In the presence of:

Name:

Job Title:

Signature:

Date: