

# Corporate Application Form

- KYC DOCUMENTS TO BE ATTACHED:**
- Certificate of Incorporation/ Constitution/ Partnership Agreement.
  - Introduction Letter and Authorized Signatories.
  - TIN Certificate of the Company
  - Passport size pictures of Authorized Signatories.
  - NIDA/Passport of Authorised Signatories.

## 1. CLIENT DETAILS

### (i) Nature of Corporate Client

Company  Trust  Fund  Other(please specify)

### (ii) Corporate Client Details

Registered name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Trade name: \_\_\_\_\_ Email: \_\_\_\_\_

Registered address: \_\_\_\_\_ Office building/floor: \_\_\_\_\_

Registration No: \_\_\_\_\_ Company TIN No.: \_\_\_\_\_

DSE CDS No: \_\_\_\_\_ Custodian: \_\_\_\_\_

Annual Income Range: Below TZS 100M  Above TZS 100M

## 2. CONTACT DETAILS

### Contact Person

Full name: \_\_\_\_\_

Position: \_\_\_\_\_ Mobile / WhatsApp no.: \_\_\_\_\_

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






### Bank Details


Account Number: \_\_\_\_\_ Account Name: \_\_\_\_\_

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

### 3. FUND INVESTMENT DETAILS

Minimum Investment Amount is TZS.100,000.00 for each of the iTrust Funds apart from ilIncome which has a Minimum Investment Amount of TZS.10,000,000.00.

Tick	NAME OF THE FUND	INVESTMENT AMOUNT
		
		
		
		
		
	<b>TOTAL AMOUNT INVESTED</b>	

BANK NAME	BRANCH NAME	ACCOUNT NAME	ACCOUNT NUMBER
 National Bank of Commerce Conveniently Everywhere.	Sea Cliff Branch	iCash Collections Account	047188000066
		iGrowth Collections Account	047188000078
		ilIncome Collections Account	047188000080
		iSave Collections Account	047188000108
		Imaan Collections Account	047188000091

### 4. SIGNING MANDATE

We confirm that the information given above is true to the best of our knowledge. By signing this form, We confirm that We have read, understood and agree to be bound by the terms and conditions.

SPECIMEN SIGNATURES:	NAME:	SIGNATURE:	DATE:
Authorized signatory 1:			
Authorized signatory 2:			
Authorized signatory 3:			
Authorized signatory 4:			

Signing mandate: All  Either/Or  At least 2 signatories

### 5. FOR ITRUST FINANCE LIMITED (INTERNAL USE ONLY)

	NAME:	SIGNATURE:	DATE:
Verifier:			
Authorizer:			



# TERMS AND CONDITIONS

These terms and conditions ("Agreement") apply to the electronic services relationship between you and iTrust Finance Limited ("iTrust, we or us") and will be regarded as accepted by you at the time of providing us with the relevant mandate or upon registering for electronic services, whichever occurs first.

## 1. Using new channels to communicate

iTrust services may be accessible electronically through our website, electronic services or through any other device which you select to access iTrust services including a computer, cellphone, telephone, or similar technologies ("the device") and the medium through which you access electronic services may include the Internet, wireless application protocol, wireless Internet gateway, short messaging system, voice over an automated voice recognition/response system or similar technologies ("the medium"). We will refer to the device and the medium collectively as "the access channel". For the avoidance of doubt, reference to access channel includes our website through which iTrust services are provided.

To access the corporate portal, please download corporate internet services software from our website [www.itrust.co.tz](http://www.itrust.co.tz). iTrust will not be liable for any fraudulent activities as of non-adherence to this requirement.

## 2. Please read this Agreement with other relevant terms

This Agreement forms part of and must be read with the terms and conditions ("service terms") governing any investment products, credit facility, other products, other services or channels (collectively referred to as the "service") provided via the access channels from time to time. For convenience, we will refer to such services collectively as "electronic services". You acknowledge that the access channels may enable you viewer access to investment products, credit facilities, accounts, products, services and channels offered by the iTrust, and that such facilities, accounts, products, services and channels will be governed by separate terms and conditions. Different security systems may also apply to these facilities, accounts, products services and channels. If there is any conflict between these terms and conditions and those of the other facilities, accounts, products, services and channels, the terms and conditions of those facilities, accounts, products, services and channels used will prevail. In the event of conflict or inconsistency between the provisions of this Agreement and any service terms relating to the access channel, the provisions of this Agreement will prevail, to the extent of removing such conflict or inconsistency.

The objective of this Agreement is to deal with our respective rights and obligations pertaining to the use of the access channel, the exchange of electronic messages between us and the use of supporting technologies irrespective of the nature of the service.

Where service terms require amendments or additions thereto to be reduced to writing and/or signed, your acceptance of this Agreement shall be deemed to satisfy such requirements. You agree to this irrespective of whether you have concluded service terms before or after having entered into this Agreement.

Whenever contractual terms, disclaimers or notices are displayed or hyperlinked via an access channel, such contractual terms, disclaimers, or notices shall be deemed to be accepted on your use of any service.

For purposes of this Agreement, the service terms include:

- the terms and conditions, if any, for the use of the Corporate portal, digital mobile applications, website services and any other electronic/digital services;
- the provisions of any user manual that may apply to a service; and
- any additional terms and conditions which include those relating to our charges, interest rates, notice periods, maximum and minimum balances, and other features for each type of service.

## 3. Linked text

For ease of use, we may include automated links (hyperlinks) in this Agreement or on the website to information hosted or made available elsewhere through the access channel. You are obliged to view the relevant parts of the hyperlinked information, which information will be regarded as forming part of this Agreement. If your access channel cannot access the hyperlinks, you must visit our website at [www.itrust.co.tz](http://www.itrust.co.tz) or contact our customer service desk via email on [info@itrust.co.tz](mailto:info@itrust.co.tz)

## 4. Your authority

Use of an access channel means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorise us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you). Accordingly, you permit us to regard all activities you conduct or instructions sent through the access channel as being duly authorised by you and intended to have legal force and effect.

## 5. Sending and processing instructions

Your instructions to us will be subject to the same turn-around times and processes that apply to your customer profile, the type of service, account or transaction involved. More information on the turn-around times for processing of instructions may be provided on our website.

From time to time we may apply limits to instructions that are sent from certain access channels or for certain services. We may vary these limits at any time with immediate effect. Instructions for transactions over the set limits will have to be sent to us in the manner we specify.

Unless expressly authorised or required in the service terms or user manual, you may not send instructions in respect of services to us by email and we will not be under any obligation to give effect to such instructions. Please distinguish this prohibition from making enquiries by means of email, which you are permitted to do provided: such enquiry does not constitute an instruction to perform a transaction or otherwise perform a banking service and provided the email address has been designated by us for customer enquiry purposes.

We may impose restrictions on the nature of transactions to be submitted by you, on the type of account against which credit transactions may be posted, and on the value of any one transaction or set of transactions. We are entitled to vary these restrictions from time to time by giving you not less than 30 (thirty) days' written notice.

## 6. Confirmation of receipt of your instructions

An instruction is deemed to be received by us only once we have confirmed we have received it. If we fail to confirm receipt of your instruction, do not re-send the same instruction before checking your statements and contacting our Customer service desk. This is because the initial instruction may still be processed and re-sending the instruction may lead to a double transaction for which we will not be held liable.

## 7. Fees

The fees payable for the relevant services as agreed to between us, may be varied by us from time to time, subject to notification thereof to you. You authorise us to deduct such fees and value added tax at the prescribed rate from your account(s) with us on a monthly basis.

## 8. iTrust statements and account balances

You agree that, subject to any regulatory or statutory requirements, we may make your iTrust statements in respect of the services available only by electronic means (replacing paper forms and posting thereof).

For your convenience we may provide you with an indication of the balances on your account from time to time. If you choose to view an account balance which you have with another financial institution then note that the account balance displayed on the access channels may not be up to date on a real time basis. This is because we only receive updates of account balances periodically. You must therefore verify the account balance with the financial institution in question before placing reliance thereon.

**9. We may provide you with a personal security module ("PSM") device (to be operated by you) to ensure proper authentication and security. Your use of the PSM is subject to the provisions of our user manual. You may use the PSM only for access to our services and you agree to use only the most current version as made available by us from time to time.**

## 10. Access code protection and irregularities

An "access code" refers to the codes and technologies designed to verify your identity including without limitation your PSM authentication and personal identifiers such as identification numbers, user names, passwords and One Time Pin. You should have specific regard to the provisions of our user manual and security policy in this regard.

For your convenience, we may allow you to use the same access codes to access all the services available through electronic services. You should therefore take extra care in protecting your access code as someone who unlawfully obtains your access code could gain access to all such accounts or services.

You must protect and keep your access codes confidential, at all times. It is not safe to store it on your computer or on a network. We rely on you to report any compromise of your access codes to us without delay. You may do this by contacting our customer service desk or your branch. We may ask you to verify your identity to prevent someone else from impersonating you. Once you notify us to disable an access code we are entitled to:

- reject all instructions received after such notification;
- suspend the processing of all instructions not yet executed;
- reverse (if possible) all executed transactions with effect from such date and time as we may reasonably determine the unauthorised use to have commenced;
- deactivate the access code without further notice.

There will never be a reason for any person including a member of our staff or Customer service desk to know or ask for your access code. Do not disclose an access code to these persons, regardless of whether you called them or they called you. You must immediately notify us if you discover an error or irregularity. You can report any errors to our customer service desk or at any branch.

As part of a global financial group we comply with, and will in future comply with, international and local anti-money laundering, counter terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements. Therefore, we may initially screen, verify and process all new customer and related information (which information may include personal information of system managers and authorised signatories) and thereafter monitor all information, instructions and transactions by and on behalf of the user in relation to all transactions and to the business relationship on a continuous basis. This may result in the prohibition, limitation, delay in the execution of instruction of transactions and even in the declining or terminating of any transaction or the business relationship with the User. To the extent permitted, we shall advise the User of any action we intend to take in terms hereof. You acknowledge and confirm that neither the iTrust nor its affiliates, employees, officers, or directors, shall be liable for any direct, indirect or consequential loss, damage, costs or expense whatsoever that may be suffered or incurred by you as a result of, arising from or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause.

If you make use of payments and collections via Host to Host you acknowledge that you will advise the iTrust the details of the system operator appointed by you and that you have imposed adequate security measures and provides us with valid and correct instructions. You further acknowledge that there is no onus on us to ensure that the instructions you submit are in fact valid and correct.

## 11. Fund Declaration

1. I/We apply for investments into the Fund on the terms and conditions set out in this form.
2. I/We confirm that the Units are not being acquired directly or indirectly by or on behalf of any person restricted by the law of any jurisdiction from acquiring such units and that I/We will not sell, transfer, or otherwise dispose of any such Units directly or indirectly to or for the account of such person.
3. I/We confirm that the money used for the Investment of the funds is not arising out of the proceeds of any money laundering or other illicit activities.
4. I/We agree that iTrust Finance Limited is not responsible for any liability, losses or damages resulting from e-mail or fax instructions, except when such liability or loss results from negligence, or wilful default on iTrust's part.
5. I/We warrant that all the information given on this proposal and in all documents which have been or will be signed by me in connection with the proposed investment whether in my handwriting or not, is true and complete.
6. I/We hereby irrevocably and unconditionally agree that all fax, internet, electronic mails and scanned copies of any documentation and/or instructions issued by us in respect of our account(s) or dealings with iTrust Finance Limited shall be binding and enforceable against us.
7. I/We further agree to fully indemnify iTrust Finance Limited against any proceedings, claims, expenses and liabilities whatsoever which may be taken or made against or incurred by the Fund manager by reason of the Fund manager accepting the fax, internet, electronic mails, scanned copies of the documentation and/or instructions.
8. I/We further confirm that the Fund manager may set-off any such expenses/costs incurred by it in respect of our obligations herein against any of our account(s) with the Fund manager.

## 12. Amendments

We may amend this Agreement from time to time and you are bound by the version of this Agreement that exists at the time you use the access channel or any service. Your use of any service will be regarded as acceptance of such current version. You hereby agree that irrespective of the nature of the amendments, such amendments would not constitute separate new Agreements but a variation of the previous version of this Agreement.

## 13. Sufficient notice

You permit us to issue notices required in terms of this Agreement, legislation or regulation by making such notification available via our access channels or sending such notification by email, SMS or similar future technologies. Any notices so issued by us will, as far as they contain contractual terms relating to electronic services, also form part of this Agreement.

## 14. Nature of information on the access channel

Unless clearly stated, all material on the access channel merely constitutes an invitation to do business with us. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any transaction.

Information on the access channel is intended to provide you with only general information about the iTrust, its products, services and objectives. From time to time we may provide information on:

- projected revenues, income, earnings per share, capital expenditures, dividends, capital structure or other financial items;
- our plans, objectives and projections for future operations and services; and
- future economic performance.

These will be only estimates so actual events or results may differ. All information is provided "as is" and should not be treated as professional or investment advice of any kind. You should consult your own professional advisers before relying on any information on the access channel.

**15. Information feeds and Links to third parties' communication systems**

We may use the services of other organisations to provide information on the access channel. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from you relying on it. All quotes, news, market information such as share prices or data shown on the access channel by way of live information feeds are delayed by at least 30 minutes unless otherwise stated. You should always select the "refresh" or similar page or screen update function on your Internet browser or handset to ensure that the information you are viewing is the most current.

The access channel may contain links to other communication systems that carry information and material produced by other parties. While we try to provide links only to reputable communication systems, we cannot accept responsibility or liability for the information provided on other communication systems. A link from our access channel to any other communication system does not mean that we have scrutinised or endorsed the owners or administrators of such communication systems or their business or security practices and operations.

**16. Ownership and intellectual property**

We retain ownership of the PSM. You are licensed to use the PSM in accordance with the provisions of our user manual.

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the access channel. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

- the material is used for considering or using electronic services and for no other commercial purposes; and
- any reproduction of any portion of our proprietary material must include our entire copyright notice.

The logos and trade marks shown on our access channel are our registered and unregistered trade marks or those of third parties. Nothing contained on our access channel should be construed as granting any licence or right to use any trade mark or other intellectual property without our prior written permission or that of the relevant third parties. Your application to use any content from our access channel must be submitted in writing to us. On receipt we will try to respond and enter into further discussions with you. Consider your request as declined if you don't get a written response from us within five business days.

Respective of the existence of copyright, you acknowledge that we are the proprietor of all material on the access channel, whether it constitutes confidential information or not, and that you shall have no right, title or interest in any such material.

**17 Software**

You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the access channel not to operate properly or not at all.

Software, if any, made available for download on or via the access channel is governed by licence conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these licence conditions. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.

No warranty, whether express or implied is given that any files, downloads or applications available via this access channel are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

**18. Transmission of information and security tips**

Information transmitted via an unsecured link over an access channel is susceptible to potential unlawful access, distortion or monitoring. The measures we have taken to limit these risks are outlined in our Data Privacy Statement which is available on our website.

Please note that this privacy and security statement may differ from the privacy and security statements and policies available elsewhere on our website. You must comply with the security tips which are published on our website from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof.

To limit these risks, we may request independent verification of any information transmitted by you via our access channel from time to time.

You must ensure that you log-off from the service when you have completed what you needed to do. Failure to do so could result in unauthorised transactions for which we will not be held liable.

**19. Indemnity**

You indemnify us for all losses, damages and costs we may incur and any claim(s), court orders, legal expenses, collection fees, liabilities on your behalf due to:

- breach of this Agreement or other service terms;
- non-payment;
- any incorrect or erroneous instruction initiated by you.; or
- unauthorised instructions executed which were not due to our negligence.

**20. Unavailability of electronic services**

You acknowledge and accept that electronic services may be unavailable from time to time for any reason, including: technical failure or problems with the access channel itself or our communication system underlying banking systems (the bank system); technical failure or problems with a access channel directly or indirectly underlying electronic services that is owned or controlled by other persons (third party system); unavailability of telecommunication or electricity services; or other circumstances beyond our control.

You undertake, in the event of unavailability of electronic services, to limit your potential losses by using any other means of communication with us for the duration of the unavailability of electronic services.

We will at all times have the right to suspend or terminate electronic services without any prior notification or giving any reasons for such termination or suspension.

**21. Disclaimer and limitation of liability**

For purposes of this clause "we" or "us" or "our" includes the iTrust as well as its affiliates, shareholders, employees, consultants and agents.

Although we have taken care to ensure that the content provided on the access channel is accurate and that you suffer no loss or damage as a result of you using it, the access channel and electronic services are provided "as is".

We are not liable for any damages whatsoever relating to your use of the access channel or electronic services. This includes the information contained on the access channel or your inability to use the access channel or electronic services, including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for:

- any damages which you suffer as a result of a compromise of your access codes;
- any interruption, malfunction, downtime or other failure of the access channel or electronic services, our iTrust system, third party system, databases or any component part thereof for whatever reason;
- any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the access channel;
- any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our iTrust system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the iTrust system or third-party systems; programming defects or negligence on our part;
- any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;
- any event over which we have no direct control.

We do not warrant that the access channel or electronic services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

**22. Breach and arbitration**

We may terminate your access to electronic services if you breach a material term of this Agreement and fail to remedy it within five days of you being notified of it. We may do this without detracting from our right to take any other steps available to us at law or under this Agreement, including the right to obtain an injunction.

We may terminate your access to Electronic services immediately if we think you are insolvent.

We will at all times have the right to suspend or terminate Electronic services without any prior notification or giving any reasons for such termination or suspension.

If we terminate your access to electronic services generally you will continue to be liable for all the outstanding liabilities in respect of this Agreement.

All disputes arising as a result of your use of electronic services, the interpretation of this Agreement or any matter which in terms of this Agreement requires Agreement by the parties (other than where an injunction is sought or urgent relief may be obtained from a court of competent jurisdiction) will be decided by arbitration.

That arbitration will be held with only you and us and both our representatives at the offices of the Tanzania Institute of Arbitrators (the Institute) in Tanzania. The arbitration will be governed by the Rules of Arbitration of the Institute in terms of the Arbitration Act, Cap 15, revised laws 2002 as amended and will be heard by an arbitrator or arbitrators appointed by the Chairman of the Institute.

Either of us is entitled to have the award made an order of court of competent jurisdiction. Both of us will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein. The arbitrator will have the power to give default judgement if either of us fails to make submissions on due date or fails to appear at the arbitration.

For the purpose of service of any legal process we choose the following address:

iTrust Finance Limited  
429 Mahando Street  
Block C, Ground Floor  
Masaki  
DAR ES SALAAM  
Tanzania  
Attention : Chief Executive Officer

**23. Certificate**

To prevent unnecessary disputes, you agree that unless you can prove otherwise, a certificate signed by our chief operating officer or his/her representative shall be sufficient proof of the accuracy or correctness of any record, its date of publication, withdrawal or transmission, including:

- the data on our systems at any given time;
- your account details;
- the current version and all previous versions of this Agreement;
- notices and disclaimers posted on the access channel; and
- notification sent under this Agreement.

**24. General provisions**

This Agreement will be governed and construed in accordance with the laws of Tanzania without reference to any conflict of law provisions.

The headings of the clauses in this Agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this Agreement.

Where any dates or times need to be calculated in terms of this Agreement, the international standard time (GMT) plus three hours is used.

Whenever disputes result from the peculiarities of the access channel, we both authorise a court or arbitrator, as the case may be, to interpret this Agreement in such a manner as to facilitate normal banking without placing undue emphasis on technical issues.

No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or is implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable to any extent; such term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.

If you have any questions about this Agreement or do not understand anything in this Agreement, please call our customer service desk on 0743 786236 or email at info@itrust.co.tz

**25. Fax , Email & Whatsapp Indemnity**

In the event that we agree with you that you may give us instructions via fax, email or WhatsApp:

- (a) You authorise iTrust to accept and to carry out and/or to act on instructions or messages given by means of Fax, email or WhatsApp.
- (b) You acknowledge that you are aware of the risks associated with the sending of fax/email/ WhatsApp and accept all such associated risks without any recourse to iTrust.
- (c) You acknowledge that Fax/email/WhatsApp instructions from you will be regarded as having been received by iTrust, when iTrust acknowledges receipt of the message or instruction, by sending a reply.
- (d) You indemnify iTrust against, and waive any rights in connection with any demand, claim, action, loss or damage directly or indirectly arising from:
  - (i) Fraudulent, unauthorised, incorrect, incomplete, or altered instructions or messages received via fax/email/WhatsApp which purport to be instructions or messages
  - (ii) From the User, or someone authorised or deemed to be authorised to act on behalf of the User;
  - (iii) Malfunctions, failure or unavailability of any hardware, software or equipment.

**PLEASE READ THESE TERMS AND CONDITIONS AND CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND OF ANY TERMS & CONDITIONS CONTAINED IN THIS APPLICATION FORM AND/OR ONLINE OR PHYSICAL REGISTRATION FORM(S).**

1 Signature \_\_\_\_\_ Date: \_\_\_\_\_  
2 Signature \_\_\_\_\_ Date: \_\_\_\_\_  
3 Signature \_\_\_\_\_ Date: \_\_\_\_\_  
4 Signature \_\_\_\_\_ Date: \_\_\_\_\_