

These terms and conditions ("Terms and Conditions") apply to and regulate the operation of the investment account offered by Tesah Capital Limited (Tesah Capital) and govern the general relationship (including, without limitation, all transactions relating to the operation and maintenance of the Investment Account) between the Customer (defined below) and Tesah Capital. These Terms and Conditions shall be in addition to any other terms as stipulated by Tesah Capital from time to time on its Website (defined below) whether pertaining to the Account (defined below) or in relation to other products, services or offers provided by Tesah Capital.

Any Other Services (defined below) may be offered to the Customer at the discretion of Tesah Capital on eligibility or criteria of a Customer, on which specific terms and conditions may be applicable.

Definitions:

In these Terms and Conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise:

- "Account" shall mean the Investment Account, including but not limited to various variants of an investment account, opened by the Customer with Tesah Capital in acceptance of the Terms and Conditions.
- "Account Opening Form" or "AOF" refers to the Know Your Customer form for Account, whether electronic or otherwise.
- "Applicant" refers to the Customer who has applied for opening an investment account with Tesah Capital whether pursuant to filing an electronic application form or application form in physical form.
- "Authority(ies)" means any competent regulatory, prosecuting, tax or governmental authority, court or tribunal, in any jurisdiction, domestic or foreign.
- "Confidential Information" means any information relating to the Customer, their respective representatives received by Tesah Capital or its affiliates and their respective representatives in the course of providing various products and services to the Customer/Applicant, including personal data, Customer's bank account details, transactional information, and any other information either designated by the Customer/Applicant as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary in nature.
- "Customer" refers to any person holding an Investment Account with Tesah Capital. In case of the Customer being a minor shall mean the minor acting through his/her natural Guardian or by a Guardian appointed by a court of competent jurisdiction.
- "Other Services" shall mean and include such additional offers/benefits/-facilities offered by Tesah Capital as an additional benefit being a Customer of Tesah Capital at its sole discretion.
- "Website" refers to the website owned, established and maintained by Tesah Capital at the URL www.tesahcapital.com.
- "Simple Know Your Customer Form (SKYC)" shall involve an AOF which does not provide detailed information about the Applicant(s) to:
 - > understand the nature of customers' activities and qualify that the source of funds is legitimate; and
 - > assess money laundering risks associated with customers.

Interpretation:

- All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender include the other gender.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms and Conditions.

Applicability of Terms and Conditions

- These Terms and Conditions form a contract between the Applicant/Customer and Tesah Capital.
- By applying for opening the Account, the Applicant/Customer acknowledges and agrees that he /she/they has/have read, understood and accepted these Terms and Conditions and other specific terms and conditions as pertaining to the Account variant opted by the Customer, and other products and services availed by the Customer.
- No act, delay or omission by Tesah Capital shall affect the rights, powers and remedies of TESAH CAPITAL under these Terms and Conditions.

Account Opening:

- The Account opening formalities are governed by the existing policies of Tesah Capital and may be revised from time to time. The Applicant/Customer(s) will have to submit duly filled AOF (whether in electronic form or in physical form) along with the prescribed set of documents, from time to time, to the satisfaction of Tesah Capital for the completion of the Know Your Customer ("KYC") requirements. The Account cannot be opened institutional clients using the SKYC forms.

- The Customer(s) shall provide all particulars and information including but not limited to taxpayer information in a true and accurate manner and shall not withhold any information to the satisfaction of Tesah Capital for the completion of the Know Your Customer ("KYC") requirements.

- Any transactions undertaken from the Account, shall be in compliance with the applicable Law in Ghana.

- The Customer(s) understands that certain particulars given by them are required by Tesah Capital in accordance with the operational guidelines governing fund management companies in Ghana.

- The Customer(s) shall keep Tesah Capital informed of at all times, of any change/alteration in their communication details, including, communication address and authorize Tesah Capital to update any change/alteration in their communication details, including, communication address that Tesah Capital may be informed of by them and/or is brought to the notice of Tesah Capital and hereby authorize Tesah Capital to contact the Customer on such changed address.

- The Customer(s) shall provide any further information and updated KYC documents that Tesah Capital may require from time to time and shall be required to comply with the re-KYC requirements as required by Tesah Capital from time to time.

- The Customer authorises Tesah Capital to send all correspondence in relation to the Account on the communication address as provided in the AOF and shall indemnify Tesah Capital for any loss/damage/liability.

- In the event the address provided by the Customer(s) is different from their initial address provided to Tesah Capital, the Customer authorises Tesah Capital to send all correspondence in relation to the Account on the communication address as updated in the KYC and shall indemnify Tesah Capital for any loss/damage/liability due to updation of the communication address provided by the Customer

- The opening of the Account is subject to verification, and Tesah Capital reserves the right not to open/activate the Account or close the account without providing any reason.

- In the event where the documents submitted by the Applicant(s) or Customer(s) for opening an Account and/ or availing the Tesah Capital's products and services or for processing the transactions thereon are incomplete or discrepant, tesah capital shall notify such discrepancies and/or certain additional verification/ documentation requirements within a reasonable time through emails or any other communication medium (as provided in the AOF). In case highlighted discrepancies remain unresolved or upon non-receipt of required documents within the stipulated time period, if any, Tesah Capital, shall have the right to reject the AOF of the Applicant and in accordance with its policies and procedures, Tesah Capital shall retain the application forms and documents provided therewith at the time of Account opening, and will not return the same to the Applicant in case of rejection of the said application. In such an event, Tesah Capital shall not be liable to pay interest/dividend/return on the amount of deposit and shall refund the money received, if any, to the source account.

- The Customer herewith agrees to be contacted by Tesah Capital to receive information in respect of the Account, its maintenance, alerts, updates on existing and new products, marketing or servicing their relationship with Tesah Capital, or agents through channels, including but not limited to, telephone/mobile/SMS/e-mail.

Know Your Customer:

- Upon the request of Tesah Capital, the Customer(s) agrees to provide appropriate information/and or documents (including latest/recent photograph(s), identity proof, address proof, profile details of account holder(s), authorized signatories, mandate holders, beneficial owners, etc.) in accordance with the Securities and Exchange Commission (SEC) of Ghana's guidelines and regulations on Know Your Customer / Anti Money Laundering ("AML") / Combating of Financing Terrorism ("CFT") to ensure that any changes/updates in the KYC/profile information of the Customer(s) is/are duly updated in the records of Tesah Capital.

- The Customer(s) agree(s) and confirm(s) that the details furnished at the time of Account opening are true and correct to the best of his/her/their knowledge and belief, and he/she/they undertake to inform Tesah Capital of any changes, immediately. In case any information provided by the Customer is found to be false or untrue or misleading or misrepresenting, the Customer(s) may be held liable for the same.

Operating Accounts:

- The Account may be opened in the name(s) of:
 - > An individual in his/her own name.
 - > Two or more persons in their joint names.
 - > An individual or joint applicant in trust for another person(s)
- There is no fee/charges on any Account variant opted for by the Customer, unless specified by Tesah Capital at the time of the opening of the particular account. Tesah Capital may however, at its sole discretion, amend any of the services and charges from time to time, completely or partially, with or without notice. Tesah Capital shall have the right to debit Account, with respect to such applicable charges/modified charges.
- All the Account(s) maintained in the name of an individual shall be operated by the individual or the power of attorney holder of such individual and in the case of joint Accounts, by the Account holders jointly, or by either of the joint-holder(s) or as may be specified by the joint account holder(s) in the Account Opening Form, or by their power of attorney holders and accepted by Tesah Capital, in its discretion.
- In case of joint Accounts, any change in operational instructions with regard to the Account Opening Form would have to be given by all the joint Account holders irrespective of the mode of operation.
- The Customer(s) is/are expected to examine the entries in the Account statement on receipt, and draw the attention of Tesah Capital to any errors or omissions that might be discovered. Tesah Capital does not accept any responsibility for any loss arising out of failure on the part of the Customer to carry out examination of entries in the Account statement and to point out such error and/or omission within twenty-one (21) days from the date of the Account statement.
- The Customer agrees that for each account variant and product/service feature offered by Tesah Capital requirements might vary and the Customer(s) agrees that he/she/they have read and understood the respective requirements to be maintained. For all details on the accounts/products/service requirements, the Customer may refer to the Website Address.
- The obligations with respect to the Account and operations of the Account are subject to all applicable Laws (including, without limitation, any governmental acts, orders, decrees, guidelines, rules and regulations). The Customer understands and confirms that Tesah Capital will be entitled at all times, to act in accordance with applicable Laws, without requiring to provide prior intimation of such actions to the Customer. Any and all limits/constraints imposed by applicable law(s) shall apply to the Account.
- In the event of multiple Customer IDs with Tesah Capital, Tesah Capital reserves the right to consolidate the Customer IDs, as it may decide, without any prior notice to the Customer.
- Transferring funds from one Account to another Account held by Tesah are accepted, free of charge.
- The Customer acknowledges that the Customer will not derive ownership (or any other rights) over any funds mistakenly or erroneously credited to his/her Account and will not have any rights or claims whatsoever over such funds and is obliged to repay or return such funds.
- Tesah Capital reserves the right and the Customer hereby authorises Tesah Capital to reverse any entries erroneously passed, with or without notice to/from the Customer; and to debit/credit the Account to the extent required to correct any erroneous entries that may have been inadvertently made by Tesah Capital. Furthermore, the Customer hereby provides his/her/their consent to the effect that, in the event of receipt of any claim by Tesah Capital, claiming erroneous / mistaken credit of funds into the Account, due to any reason, it shall be lawful for Tesah Capital to reverse such entry by debiting the Account and credit such claimant.
- The Customer(s) agrees to abide by the Terms and Conditions as applicable for the respective additional product/service opted by the Customer(s) as provided by Tesah Capital but not limited to the charges applicable in relation to the deposits and withdrawals on the Account.

Change of Terms:

- Tesah Capital shall have the absolute discretion to amend or supplement any of the Terms and Conditions at any time. Tesah Capital may communicate the amended Terms and Conditions by hosting the same on the Website or in any other manner as decided by Tesah Capital. The Customer shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the Website address.
- By continued usage of your Account and allied services, the Customer shall be deemed to have accepted the changed Terms and Conditions and any new terms and conditions or charges stipulated by Tesah Capital.

Non-Transferability:

The Account and the Services provided to the Customer are not transferable under any circumstance and shall be used only by the Customer. However, Tesah Capital shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person without the consent of the Customer(s) and these Terms and Conditions shall continue to be in force and effect for the benefit of the successors and assigns Tesah Capital.

Email Indemnity Clause

The Customer(s) mandates the Tesah Capital to act in accordance with instructions sent to the Manager or which reasonably appears to have been sent to the Manager by the Client via internet, email (electronic mail) facsimile, scan (electronic image), telephone. Any such instructions shall thereafter be regarded as binding to the investment account and indemnifies the Manager from any losses, costs or legal consequences arising from the execution of the instruction. Furthermore, the Client accepts that unless otherwise advised in writing, the Manager shall communicate with the Client via unencrypted electronic mail and shall not hold the Manager liable for any losses, costs or legal consequences arising from such communication.

Force Majeure:

The Manager agents, employees or servants shall not be held liable for losses caused directly or indirectly by conditions beyond the Manager's control, including, but not limited to, actual or reasonably apprehended acts of God, natural disasters, wars, hostilities, coup d'états, government restrictions, exchange or market rulings, strikes, interruptions of communications or data processing services, or disruption in orderly trading on any exchange or market.

Closure of the Account:

- Tesah Capital reserves the right to close or freeze the Account(s), or terminate the relationship with a Customer(s), after due notice to the Customer (s) at the Customer(s) last know/updated address without assigning any reason therefore and without any liability.
- The above notwithstanding, Tesah Capital may and without any liability close/freeze the Account upon giving the Customer due notice or no notice at all (if Tesah Capital considers in good faith such abridgment of notice to be necessary or reasonable) for reasons which may include, but not limited to, the following:
 - > In case of the Customer's failure to comply with any provision of these Terms and Conditions;
 - > In case Tesah Capital becomes aware of the death, insanity or incapacity of the Customer or any signatory;
 - > In case any of the documents furnished towards identity and address proof are found to be fake / forged / defective;
 - > Improper conduct of the Account in terms of volume / fraudulent/type of transactions;
 - > For unsatisfactory conduct of the Account (including but not limited to failure to update KYC, the use of the Account for any unlawful or unethical purpose);
 - > Notices from any statutory authority, regulatory authority, order from any court, tribunals, governmental authority, etc;
 - > For any other reasons as Tesah Capital deems fit with prior notice to the Customer;
- The Customers shall be solely liable for all costs / charges if any, arising out of such closure/freezing of the Account(s).
- Upon closure of the Account(s) for any of the reasons specified above or otherwise, the Customer shall take steps to collect any balance amount in the Account, if any, and till such time the Customer collects such amounts, Tesah Capital reserves the right to keep such amounts in the Account without any interest/return being payable on the same.
- The Customer reserves the right to close the Account(s), or terminate the relationship with TESAH CAPITAL, after due notice to Tesah Capital without assigning any reason therefore. The Customers shall be solely liable for all costs / charges arising out of such closure of the Account(s).
- By agreeing to these Terms and Conditions, the Customer(s) have agreed that they have been explained to about the nature of information that may be shared upon authentication and they have been given to understand that their information submitted to Tesah Capital herewith shall not be used for any purpose other than mentioned above, or as per requirements of law. Also, the Customer(s) declare/s that all the information voluntarily furnished by them to the Tesah Capital are true, correct and complete.
- Customer hereby gives consent to use/exchange or share their information for registration of client information or for any other purpose with any other authority or regulatory body or as per requirements of law.