

TRUST DEED AND RULES

DATED THE ...^{20th}... DAY OF AUGUST 2026

CPF FINANCIAL SERVICES LIMITED

(the "Co-Sponsor")

AND

KENBRIGHT HOLDINGS LIMITED

(the "Co-Sponsor")

-AND-

MTC TRUST & CORPORATE SERVICES LIMITED

(the "Trustee")

TRUST DEED AND RULES

OF THE

IMARA POST-RETIREMENT MEDICAL FUND (IMARA PRMF)

(the "Fund")

Drawn by:

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TRUST DEED AND RULES

THIS TRUST DEED AND RULES is made on the^{20th} day of ...^{August}..... 2026

BETWEEN:

- 1) **CPF FINANCIAL SERVICES LIMITED** a limited liability company incorporated in the Republic of Kenya, having its registered offices situated at CPF House, 7th Floor Haile Selassie Avenue and of Post Office Box Number 28938 - 00200, Nairobi, Kenya, (hereinafter called **the "Co-Sponsors"**) which expression shall where the context so admits include its successors and assigns of the one part: and,
- 2) **KENBRIGHT HOLDINGS LIMITED** a limited liability company incorporated in the Republic of Kenya, having its registered offices situated at 26th Floor Prism Towers, 3rd Ngong Avenue and of Post Office Box Number 28281, (hereinafter called **the "Co-Sponsors"**) which expression shall where the context so admits include its successors and assigns of the one part:;
- 3) **MTC TRUST & CORPORATE SERVICES LIMITED** a limited liability company incorporated in the Republic of Kenya, having its registered offices situated at Ground Floor, Block 4, Delta Riverside, Riverside Drive and of Post Office Box Number 1071 - 00200, Nairobi, Kenya, hereinafter referred to as **the "Trustee"** which expression shall where the context so admits include its successors and assigns of the other part.

WHEREAS:

- (i) The Co-Sponsors are empowered by its Memorandum and Articles of Association to set up a Stand-Alone Post Retirement Medical Fund (hereinafter defined and referred to as **the "Fund"**) for the purpose of providing medical and related health cover payments, as prescribed for Eligible Employees (hereinafter defined) by the Co-Sponsors and participating Employers (hereinafter defined) who are admitted to membership thereof ("the Members" (hereinafter defined)) and for the Dependants (hereinafter defined) of such Members under the provisions of the Rules (hereinafter defined) of the Fund as lawfully amended from time to time.
- (ii) The Co-sponsors have decided by resolution of their Boards dated 22nd May 2026 to establish under irrevocable trusts the **IMARA POST-RETIREMENT MEDICAL FUND (IMARA PRMF)**.
- (iii) The Trustee has agreed to act as the Trustee (hereinafter defined).

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED as follows: -

- (i) That the Trustee has all agreed this to be the First Trust Deed and Rules of the Fund.
- (ii) That the amendments hereby shall become effective on the applicable effective date of any written Law or the Effective Date hereof.

1. DEFINITIONS

- (i) In this Deed and the Rules, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Act"	means the Retirement Benefits Act (No.3 of 1997) or any statutory modifications or reenactment thereof together with any Regulations and Rules made thereunder.
"Accumulated Credit"	means the balance of a Member's Account, made up of the aggregate of all Contributions by the Member under the Rules plus the Member's Portion of any transfer payment received in respect of the Member and adjusted for any increase or decrease in the value of any investments representing the same, less any deductions in respect of any tax or administration expenses (if applicable) as at a particular given date at such rate that the Trustee, in consultation with an Actuary or the Fund Manager (or such other qualified person as the Trustee may determine).
"Actuary"	means a person who is a fellow of the Institute of Actuaries in England or the Faculty of Actuaries in Scotland, or Canadian Institute of Actuaries, or the Society of Actuaries of the United States of America or the Institute of Actuaries of Japan, the Institute of Actuaries of Australia or a Person holding such equivalent qualification as prescribed under the Act, and appointed by the Trustee to be the Actuary of the Fund with the approval of the Authority to hold office as such under the Rules and in compliance with the Act.
"Additional Contributions"	means the additional voluntary Contributions a Member may decide to make up and above the basic Contributions, he is required to make under the Rules.
"Administrator"	means a person appointed by Trustee to administer a Fund under such terms and conditions of service as may be specified in the instrument of appointment and according to the provisions of the Act Provided Always That the Administrator shall not be, whether, directly or indirectly and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise, related to the Fund Manager or the Corporation if appointed as a Trustee of the Fund.
"Age of Majority"	means the age of eighteen years as per section 2 of the Age of Majority Act.
"Age of Majority Act"	means the Age of Majority Act Chapter 33 Laws of Kenya or any statutory restatement or re-enactment or amendment thereof and any rules and regulations issued under the Age of Majority Act.

“Approved Issuer”	means an insurer registered under the provisions of the Insurance Act or any other Issuer approved in writing under the provisions of the Capital Markets Authority Act or any other written law.
"Auditor"	means the Auditor to the Fund appointed under clause 16 by the Trustee with the approval of the Authority to hold office as such under the Rule and in compliance with the Act. Provided Always That the Person shall be a member of the Institute of Certified Public Accountants of Kenya according to the provisions of the Act and the person shall not be a member, trustee or Employer of the Fund.
"Authority"	means the Retirement Benefits Authority (established under Section 3 of the Retirement Benefits Act (No.3 of 1997)) or such other Authority as may from time to time be charged with the regulation, supervision, and promotion, of retirement benefits Funds.
“Associated Organization”	means a body corporate or otherwise registered in Kenya including any organization which the Co-sponsors declares to be associated with or subsidiary which has executed a Deed of Adherence under the terms of which its members have been admitted to Membership of the Fund and which binds itself hereto as provided for herein and which continues to adhere to the Fund;
“Beneficiary”	means a person other than a Member who is receiving or is entitled to receive a benefit under the Fund.
"Board of Trustee"	means the trustee of the Fund as constituted in accordance the provisions of the Trust Deed, from time to time.
“Capital Markets Act”	means Capital Markets Authority Act Chapter 485A Laws of Kenya or any statutory restatement or re-enactment or amendment thereof and any rules and regulations issued under the Capital Markets Authority Act.
“Capital Markets Authority”	means the Capital Markets Authority established under section 5 of the Capital Markets Act.
“Chief Executive Officer”	means the Chief Executive Officer of the Authority appointed under Section 11 of the Act.
“Child”	means any human being under the age of eighteen years as defined under section 2 of the Children’s Act.
“Children’s Act”	means the Children’s Act Chapter 141 of the Laws of Kenya or any statutory restatement or re-enactment or amendment thereof and any rules and regulations issued under the Children’s Act.

"Commencement Date"	means 2026.
"Commissioner"	means the Commissioner General or such other officer as may be appointed with the administration and collection of income tax the provisions of the Income Tax Act Chapter 470 Laws of Kenya.
"Contributions"	means for a Member, the amounts payable by him or deemed payable by him to the Fund and, in respect of the Employer, shall mean amounts payable or deemed payable in respect of a Member.
"Contribution Year"	means any period of twelve calendar months commencing on the Commencement Date or the Anniversary Date thereof.
"Corporate Trustee"	means a limited liability company incorporated under the Companies Act, Chapter 486 Laws of Kenya which is, for the time being, empowered under any written law, its charter, memorandum of association, deed of settlement or other instrument constituting t or defining its powers to mainly undertake Trusts, and includes a Trust Corporation. Provided Always Further That the Corporate Trustee shall not be, whether, directly or indirectly and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise, related to the Employer if appointed as a Corporate Trustee of the Fund .
"Co-sponsors"	means Kenbright Holdings Limited & CPF Financial Services Limited
"Custodian"	means a person duly registered as a custodian under the provisions of the Act.
"Data Protection Act"	means the Data Protection Act of 2019 of the Laws of Kenya or any statutory restatement or re-enactment thereof or any regulations or rules made thereunder.
"Deed of Adherence"	means a Deed admitting an Employer to the Fund and containing an undertaking by the Employer to irrevocably bind itself to the trusts of an individual medical fund, to participate in the individual medical fund in accordance with the terms set out in the medical fund rules, and to comply with the provisions of the Fund, the Income Tax Act, and the Act.
"Dependants"	means or includes the Member's Spouse, adopted children, sons, daughters, grandsons, granddaughters, step-children, parents, grandparents, nephews, nieces, uncles, aunts, brothers and sisters in each case whether related in the whole or the half blood, living at the time of the Member's death and such other Person or Persons as were, in the opinion of the Trustee,

immediately before the Member's death substantially dependent upon the Member (whether alone or with others) for the provision of the necessities of life **Provided That** the class of Dependants shall be closed at the death of a Member except that this shall include Person's en ventre sa mere who if already born would have been Dependants.

"Early Retirement"

means retirement from the Service of the Employer on a date earlier than the Normal Retirement Date, but not earlier than the Early Retirement Age in respect of any Member and subject to such consents as are stipulated in the Rules.

"Early Retirement Age"

means the **fiftieth (50th)** birthday of a Member where the exact date of birth is known and where it is not known the first day of the month in the year in which his fiftieth (50th) birthday is deemed by the Employer and Trustee to occur under the Employer.

"Eligible Member"

means a contributing member based on the medical underwriting terms by the insurance company.

"Employee"

means a person who wishes to contribute to the fund.

"Employer"

means the participating company or any other company/institution which by signing the Deed of Adherence agrees to participate in the Fund by inter alia, making contributions thereto on behalf of employees or a substitute of the Co-sponsors who assumes this position upon execution of a deed of substitution.

"Employer's Portion"

means in relation to each Member at any particular date an amount equal to the aggregate of the Contributions made by the Employer towards the Member's retirement medical benefit in terms set out in the Employer's Special Rules plus the Employer's Portion or any transfer payment received in respect of the Member.

"Employment-related emoluments"

include allowances, bonuses, commissions, overtime remuneration, and any other fluctuating allowances.

"Entry Date"

means in relation to each Member, the Commencement Date and thereafter the first day of the calendar month coincident with or next following the date an Employee becomes an a Member or the Anniversary Date under the Rules.

"Financial Year"

means the period of twelve months ending on 31st day of December, in each year.

"Income"	means all sums paid or contributed to the Trustee by the Employer and the Members, any transfer payments from other Registered Funds and the investments for the time being representing the same and the interest, dividends and Income derived from such sums and investments and any other sum or sums which may, under this Deed or the Rules, be paid to the Trustee for payment into the Fund.
"Income Tax Act"	means Chapter 470 of the Laws of Kenya or any statutory restatement or re-enactment thereof or any rules made thereunder.
"Insurance Underwriter"	means a duly registered insurance company authorised by the Insurance Regulatory Authority to accept and insure risks.
"Liquidator"	means the Person appointed by the Trustee to determine the Fund in accordance with the Rules and approved as such by the Authority.
"Manager"	means a Person appointed by Trustee to manage a Fund in accordance with such terms and conditions of service as may be specified in the instrument of appointment and pursuant to the provisions of the Act.
"Married"	means the voluntary union of a man and a woman that would be recognized under the Marriage Act Chapter 150 Laws of Kenya or by a Court of Law in Kenya.
"Medical Benefit"	means any healthcare benefit or payment made from a Member's accumulated retirement medical savings or through an approved medical cover arrangement including inpatient, outpatient, maternity, dental, optical, wellness, preventive care, chronic disease management, last expense and any other healthcare benefit approved under the Medical Fund Rules.
"Medical Board"	means a medical board established by the NSSF Board for the purpose of examining Members who has claims to the payment of a benefit under the NSSF Act.
"Medical Cover Provider"	means — a) a post-retirement medical fund. b) the Social Health Insurance Act No. 16 of 2023. c) an insurer, broker or medical insurance provider registered under the insurance Act (Cap. 487).
"Medical Fund Rules"	means the guidelines passed by and adopted by the Trustee relating to the establishment, administration and management of this Fund.

"Member"	means an Eligible member or an Employee who has been duly admitted as a Member of the Fund in accordance with the provisions of this Trust deed and Rules and who has not ceased to be an Eligible member in terms of the Rules and includes any person who is entitled to or receiving a benefit under the Fund.
"Member's Account"	means the account maintained for each Member in the Fund for the purpose of receiving contributions made by the Member and by the Employer in respect of the Member and interest thereon.
"Member Benefits Class"	means the package of healthcare benefits selected by a Member including but not limited to inpatient, outpatient, maternity, dental, optical, last expense and any optional healthcare benefits offered by the Fund.
"Member's Portion"	means that portion of a Member's Accumulated Credit representing the aggregate of Contributions made by the Member and interest thereon.
"Nomination Form"	means the Fund nomination form completed and signed by the Member certifying the details shown on the form to be for one or more of the Member's relatives, Dependants or such other person or estate whom the Member wishes the Trustee to pay the benefits due in the event of death.
"Normal Retirement Age"	means the age a Member attains on the Normal Retirement Date as the case may be.
"Normal Retirement Date"	means, subject to the Persons with Disabilities Act No. 4 of 2025 or the Income Tax Act or any other written law, normal retirement age of the Fund shall refer to the first day of the next month following the 60 th birthday of a Member.
"NSSF Act "	means the National Social Security Fund Act Chapter 258 Laws of Kenya or any statutory restatement or re-enactment or amendment thereof and any rules, guidelines and regulations issued under the NSSF Act.
"Person"	includes a company, corporation or other body having a legal personality.
"Personal Representative"	means the administrators or executors of a deceased Member's estate or the holder of a Public Trustee's Certificate of Summary Administration thereof.

"Post-Retirement Medical Fund"	means a duly registered fund into which Contributions are made and from which costs of medical benefits can be met as shall be determined in accordance with the Medical Fund Rules herein below.
"Premium"	means an amount of money drawn from the member's account to purchase medical cover from an approved insurer.
"Related Party"	in relation to a company means: i. its holding company or subsidiary; ii. a subsidiary of its holding company; iii. any person who controls it whether alone or with his associates or with other associates of the related company
"Registered Insurer"	means an insurer registered under the provisions of the Insurance Act (Chapter 487).
"Registered Pension Fund"	means a pension fund which has been registered with the Retirement Benefits Authority;
"Retirement Age"	means for the purposes of this Deed the Retirement Date.
"Retirement Medical Benefits"	means in respect any Member the benefit secured by the Accumulated Credit in the Member's Account.
"Retirement Date"	means the Early Retirement Date or the Normal Retirement Date as defined in the Trust Deed and Rules.
"Rules"	mean the Rules of the Fund set out in the Schedule hereto including any amendments thereto from time to time.
"Salary"	means a Member's basic yearly salary or Wage as determined by the Employer and set out in the respective Employer's Special Rules as at each Entry Date excluding all allowances, bonuses, overtime pay or other fluctuating emoluments.
"Fund"	means the IMARA POST-RETIREMENT MEDICAL FUND (IMARA PRMF) a post-retirement medical fund established under this Original Trust Deed and Rules, being the single official name of the Fund for all purposes, including registration, regulatory filings, commercial materials, product literature, agreements and marketing documents.
"Fund Manager"	means the person duly registered as a manager under the Act by the Authority and is appointed as such by the Trustee. Provided Always that the Fund Manager shall not be, whether

	directly or indirectly and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise.
“Special Medical Fund”	means a post- retirement medical fund established within a Fund.
"Spouse"	means a wife or a husband of a Member whose marriage is recognized under any written law in Kenya.
"Tribunal"	means the Appeals Tribunal established under section 17 of The Retirement Benefits Act, Chapter 1997 Laws of Kenya and the Regulations made thereunder.
"Trust Deed"	means the Trust Deed constituting the Fund to which the Rules form the schedule and shall be deemed to form an integral part and any Deeds expressed to be supplemental thereto, references to the “Trust Deed” or to "this Deed" shall be deemed to include the Rules.
“Unclaimed Financial Assets Act”	means the Unclaimed Financial Assets Act, 2011 Chapter 494 laws of Kenya or any statutory restatement or re-enactment or amendment thereof and any rules and regulations issued it.
“Valuer”	means a registered and practising valuer as defined under Section 2 of the Valuers Act Chapter 532 Laws of Kenya.
“Valuers Act”	means the Valuers Act Chapter 532 of the Laws of Kenya or any statutory restatement or re-enactment or amendment thereof and any rules and regulations issued under the Valuers Act.
(ii)	The singular includes the plural and vice versa.
(iii)	The masculine includes the feminine and vice versa.
(iv)	The list of contents in the Trust Deed and the Rules and the short titles to Clauses and Rules are not to be taken into account in interpretation.
(v)	Punctuation is not to be taken into account in interpretation.
(vi)	Unless the contrary is expressly stated in the Trust Deed and the Rules the Trust Deed prevails over the Rules.
(vii)	References to statutes and acts include amendments to them.
(viii)	References to a person include a company, corporation or other body having a legal personality.
(ix)	References to the Deed and Rules include amendments to them.

2. NAME OF THE FUND

The name of the Fund shall be the **IMARA POST-RETIREMENT MEDICAL FUND (IMARA PRMF)**. This shall be the only name used for the Fund for all purposes, including registration with the Authority and all regulatory filings, agreements and communications.

3. COMMENCEMENT OF THE FUND

The Fund shall be deemed to have commenced on the Commencement Date.

4. DECLARATION OF TRUST

The Fund shall be deemed to have been established under irrevocable trusts hereby declared with effect from the Commencement Date and shall be called the **IMARA POST-RETIREMENT MEDICAL FUND (IMARA PRMF)**.

5. MAIN PURPOSE OF THE FUND

The main purpose of the Fund is to provide post-retirement medical benefits and healthcare financing for Members upon their retirement, and relief for the Dependants of deceased Members. Such benefits may include, but are not be limited to

- i. Inpatient,
- ii. Outpatient,
- iii. Maternity,
- iv. Dental,
- v. Optical,
- vi. Chronic disease management,
- vii. Last expense,
- viii. and any other healthcare benefits approved by the Trustee in accordance with the Medical Fund Rules and applicable law.

For this purpose, the Trustee shall hold all Contributions paid to the Fund, together with any transfer payments, investments, income, and all other monies and assets representing the same, upon trust for the respective Members, Dependants and Beneficiaries entitled thereto, and shall administer and apply such assets in accordance with the provisions of this Trust Deed and the Rules.

6. COMPOSITION OF THE FUND

The Fund shall consist of all sums paid or contributed to the Fund by the Members and/ or Employers, and any transfer payments from other Registered Funds or other retirement arrangements and the investments for the time being representing the same and the interest, dividends and income derived from such sums and investments and any other sum or sums which may, under this Deed or the Rules, be paid to the Trustee for payment into the Fund.

7. CO-SPONSORS' COVENANTS

The Co-sponsors hereby covenants with the Trustee and the Employers as follows:

- (a) To take all steps necessary to establish and preserve the Fund as required under the provisions of the Retirement Benefits Act and Regulations;
- (b) To select and appoint the Trustee and ensure that their appointment is maintained in accordance with the requirements of the Retirement Benefits Act and Regulations;
- (c) to formulate and document the policies and procedures of the Fund; and
- (d) To observe and perform the provisions of the Trust Deed and the Rules, the Act, the NSSF Act and the Data Protection Act and the Income Tax Act and any other legislation for the time being in force relating to the administration and management of the Fund.

8. EMPLOYER'S/MEMBER'S COVENANTS

The Employer/Member hereby covenants with the Trustee that it will discharge all the duties and obligations imposed on it under the Fund or by Law including but not limited to the provisions of the Trust Deed and the Rules, the Act and the Income Tax Act Cap. 470.

9. MEMBER'S/EMPLOYER'S RIGHT TO DISCONTINUE CONTRIBUTIONS

The Member and/or Employer shall have the right to discontinue payment of contributions to the Fund upon giving three (3) calendar months prior written notice to the Trustee as set out in the Rules.

10. ADMINISTRATION OF THE TRUSTEE

(a) TRUSTEE'S COVENANTS

- i. To manage, generally supervise and administer the Fund for the benefit of the Members and beneficiaries;
- ii. to pay out from or provide for under the Fund the Retirement Benefits and other benefits prescribed by the Rules to the person entitled to them and to observe and perform the terms and conditions thereof;
- iii. to sign any contracts and documents binding the Fund;
- iv. to hold the Fund upon irrevocable trusts and to apply the same in accordance with the provisions of this Deed, and the Rules;
- v. to comply with the provisions of the Act, the NSSF Act, the Income Tax Act, the Data Protection Act and other legislation for the time being in force relating to the administration and management of the Fund;
- vi. not to be engaged in any profession services done by them in connection to the Fund;
- vii. to have a full understanding of the members responsibilities;
- viii. to work with the Employers/Members to ensure that they understand the Fund Trustee's responsibilities;
- ix. to inform the Employer of the potential impact on the Trustee and additional cost of operations of the Fund if the Trustee or Employer fail to meet their obligations;
- x. to regularly review the processes and mechanisms that the Member and /or Employer shall use to provide information with the aim of constantly improving the processes and mechanisms; and
- xi. at least once every three months, to submit to the Co-sponsors a report on the Fund in accordance with the Act; and
- xii. shall exercise fiduciary responsibility over the discharge of the obligations in respect of all Contributions in accordance with the Act or any applicable law.

(b) EXPENSES OF ADMINISTRATION AND MANAGEMENT

Except as otherwise agreed with the Employer, the Trustee shall pay from the Fund all remuneration, fees, commission, costs and other expenses of administering and managing the Fund, including investment expenses, fees for professional services or any levy payable pursuant to any regulations for the time being in force **Provided Always That**, except as may otherwise be agreed with the Employer, the administration and management expenses of a Post-Retirement Medical Fund shall be paid out of the Post-Retirement Medical Fund.

(c) APPOINTMENT OF TRUSTEE

- i. Subject to the powers of the Co-sponsors to appoint a corporate trustee as a sole Trustee under the provisions of clause 10(e), the number of trustee shall always be not less than four (4) and not more than a maximum of nine (9) **Provided Always That** the appointment of any person as a Trustee shall be subject to the approval of the Authority and **Provided Further That** at least one such approved Trustee must have been vetted by the Authority to undertake trust services.
- ii. In the event of death or removal of a Trustee pursuant to the provisions of Clause 10(f) hereof, resulting in the number of Trustee being less than four (4) the Co-sponsors shall ensure that a new Trustee is appointed within a reasonable time but in any case, within twelve(12) months from the date of the death or removal
- iii. Notwithstanding the provisions of clause (a) hereof, Members' shall nominate at least a half (or the number nearest to but not more than one half) of the total number of the trustee of the Fund and such nominated Persons shall be duly appointed under a Deed as Trustee of the Fund.
- iv. Each Trustee shall be appointed and may be removed by the Co-sponsors pursuant only to a resolution of the Board except a Trustee appointed according to a nomination of the Members who may be removed per clause 1(d) thereof. A copy of such resolution certified by the Company Secretary of the Co-sponsors or a Director shall be sufficient evidence thereto;
- v. Any Trustee appointed under Clause 10(c)i hereof, shall unless otherwise removed, serve in that capacity for three (3) years only thereafter the appointment shall cease automatically and the Co-sponsors or the Member (as the case may be) shall be at liberty to re-appoint or re-nominate the retiring Trustee(s) or to appoint or nominate new trustee altogether for another term of three (3) years subject to a successful recent evaluation of the Trustee's

performance carried out per the performance evaluation manual. The tenures of trustee shall be staggered so that no more than one-third of the Trustee shall simultaneously retire.

- vi. Upon such appointment or removal of a Trustee, any assurance or thing requisite for vesting the trust property or any part thereof jointly in the Persons who are continuing trustee shall be executed or done.
- vii. Notwithstanding the provisions of this Deed, the appointment of any Person as a Trustee shall be subject to the approval by the Authority.
- viii. The Co-sponsors shall ensure that Fund Trustee nominations shall be conducted in such manner and per any procedures or regulations laid down by the Co-sponsors and that appointees to the Board of Trustee shall possess a mix of skills, competencies, age, gender balance, experience, required qualifications and ensure that there is succession process in the Board of Trustee.
- ix. A duly nominated and appointed Fund Trustee shall be issued with a letter of appointment and shall undergo a well-structured induction process. An induction process shall include training required under the Act or any other relevant written law to ensure that—
 - a. The trustees are trained and certified in a training programme approved by the Authority within six (6) months of the Trustee' appointments or such other period as may be provided under the Act;
 - b. The trustees have appropriate knowledge and understanding of the law relating to retirement benefits and trusts;
 - c. Trustee have appropriate knowledge of the principles of Funding and investment relating to retirement benefits Funds;
 - d. The trustees have received orientation on the Fund governance structure, strategic plan, financial status, financial policies, risk management, compliance programmes and the code of conduct of the Fund; and
 - e. Independent trustees and key persons of Corporate Trustee meet a higher standard of care and are able to demonstrate appropriate knowledge and understanding from the date of their appointments.

(d) MEMBER'S ELECTED TRUSTEE

- i. The election of the requisite number of trustee by the Members pursuant to clause 10(iv) and the removal of such trustee or trustees shall be conducted in such manner and in accordance with such procedures or rules as laid down by the Co-sponsors and the trustees from time to time and notified to the Members in writing. Subject to the provisions of any written law the terms and conditions for Member nominated trustee are:
 - a) A Member elected trustee has the same powers and duties as all the other Trustee;
 - b) If a Member elected trustee was a Member when he was appointed as such, he shall cease to be a Trustee when he ceases to be a Member;
 - c) The appointment, resignation or cessation of a Member elected Trustee shall be evidenced by deed;
 - d) A Member elected Trustee may be removed from office by a resolution passed by three-quarters of the Members, at a meeting of which one-month notice has been given by the Trustee of the proposal to remove the Member nominated Trustee. In the event of the failure of a motion under this clause, no further notice to remove the Member nominated Trustee may be given before six months have elapsed.
- ii. The Members shall ensure that trustee appointed to the Board of Trustee shall possess a mix of skills, competencies, age, gender balance, experience, required qualifications and ensure that there is succession process in the Board of Trustee. A duly elected and appointed Fund Trustee shall be issued with a letter of appointment and shall undergo a well-structured induction process.

(e) POWER TO APPOINT A CORPORATE TRUSTEE

The Co-sponsors by Deed pursuant to a resolution properly passed at a meeting of the Directors may appoint a Corporate Trustee to be a Trustee or the sole Trustee hereof upon such terms as to remuneration as at or prior to its appointment may be agreed in writing between such Corporate Trustee and the Co-sponsors or in default of such agreement in accordance with the Trust Corporation's published terms and conditions as to acceptance of trusts current at the date of such appointment and may also remove such Corporate Trustee in a similar manner.

(f) REMOVAL OF TRUSTEE FROM OFFICE

Notwithstanding the provisions of Clause 10, hereof, the appointment of a Trustee shall cease, and the Trustee shall vacate the office if: -

- i. he has been or is sentenced to imprisonment by a court of competent jurisdiction for a period of six (6) months or more; or
- ii. he has been adjudged bankrupt or has made an arrangement with his creditors generally; or
- iii. if a corporation, it becomes insolvent; or
- iv. he is disqualified or forbidden to act as a Trustee pursuant to the Act or any other written law, or his holding office as such is deemed by the Authority as being, in any way, detrimental to the Fund; or
- v. he becomes of unsound mind; or
- vi. without reasonable cause fails to attend two (2) consecutive meetings of the Board of trustees or such other meetings as shall be provided for under the Act and the other trustees resolve that, by reason of such failure, he shall cease to be a Trustee; or
- vii. he resigns by giving three months written notice to the Chairman of the Board of Trustee or as such other manner as may be provided for in the Fund rules; or
- viii. he does not comply with guidelines or practice notes issued by the Authority or fails to undergo statutory training within the period stipulated under the Act; or
- ix. he was previously involved in the management or administration of a Fund which was deregistered for any failure on the part of management or the administration thereof;
- x. he is removed by the Co-sponsors pursuant to Clause 10 hereof; or
- xi. he is removed (in case of a Trustee appointed pursuant to an election of the Members) under Clause 10(d) hereof; or
- xii. he is removed (in case of a Trust Corporation) under the provisions of Clause 10(e) hereof; or

- xiii. he ceases (in case of a Trustee appointed pursuant to a nomination of the Members) to be an Employee of the Employer; or
- xiv. he becomes a director, or an officer of a Corporate Trustee appointed as sole Trustee under clause 10(e); and
- xv. he dies.
- xvi. he is on unpaid leave of absence from the service of the Employer for a period of six months or more or has taken an appointment outside the Employer;

The removal of a Trustee from office shall be as provided in the trustee Agreement between the trustee and the sponsor.

(g) REMUNERATION OF TRUSTEE

A Trustee may be remunerated as follows:

- i. A Corporate Trustee shall be remunerated in accordance with terms of the trustee agreement.
- ii. a sitting allowance and reimbursed for reasonable expenses the Trustee incur in accordance with the prevailing Trustee's remuneration policy and in accordance with the Authority.
- iii. a sitting allowance and reimbursed for reasonable expenses the Trustees incurs in accordance with the prevailing Trustee's remuneration policy and in accordance with the Act.
- iv. Any other Trustee fee in such manner as may be agreed in writing from time to time between such Trustees and the Co-sponsors.
- v. Trustee's remuneration policy shall be approved by Members at an Annual General meeting at least once every three years and where approval shall not have been granted, the policy prevailing at the time shall continue to apply until the Authority makes a determination regarding the proposed new policy upon approval by the Authority.

(h) APPOINTMENT OF ADVISERS

- i. The Trustee through a competitive selection process and after considering several key issues such as competency, quality of service, use of technology and compliance with information technology laws, business continuity plans, data safety and protection, cost, liability, capacity and experience of the service provider:
 - a. shall, (except where all the assets of the Fund are invested in Guaranteed Funds), appoint in writing a Fund Manager who shall manage the investments of the Fund and ensure that at all times the Fund Manager is carrying out his work competently and in accordance with the Authority;
 - b. shall, (except where all the assets of the Fund are invested in Guaranteed Funds), appoint in writing a Custodian or an Approved Issuer who shall inter alia have custody of the Funds and documents of title to the assets of the Fund and other securities belonging to the Fund;
 - c. shall appoint in writing an Administrator (whether external or in house) who shall manage the administrative affairs of the Fund on behalf of the Trustees;
 - d. shall appoint an Auditor to the Fund who shall be a member of the Institute of Certified Public Accountants of Kenya and approved as such by the Authority. The Trustee shall notify the appointment of the Auditor to the Authority within thirty (30) days thereof Provided Also That the Person appointed as the Auditor shall not be a member or trustee or Employer of the Fund;
 - e. shall, subject to the Authority, appoint in writing a Liquidator in the event of the Trustee resolving to voluntarily dissolve or wind-up the Fund;
 - f. may appoint in writing an Actuary to be the Fund Actuary;
 - g. may appoint and obtain advice (whether directly or indirectly) from any professional adviser upon terms as they think fit and if they require legal advice they shall appoint as necessary legal and other appropriate advisers.
- ii. The terms and conditions for each appointment shall be set out in the relevant written instrument Provided Always That all instructions from the Board of

Trustee to the service providers shall be in writing. The Board of Trustee shall communicate regularly with the representatives of the service providers and where appropriate invite them to attend meetings of the Board of Trustee.

- iii. The Trustee may remove any Person appointed pursuant to this clause, and on the removal a Fund Manager, the Actuary, the Custodian, the Administrator or the Auditor, the Trustee shall appoint a replacement as soon as is reasonably practicable and notify the Authority Provided Always That where an Auditor is removed, the Auditor may not be re-appointed to offer services to the Fund for at least two years from the date of the lapsing of the previous appointment.
- iv. Where the Board of Trustee appoints service providers or advisors in accordance with this clause, the Board of Trustee shall retain the ultimate accountability for the management and supervision of the affairs of the Fund.
- v. The Auditor shall examine the accounting record of the Fund and provide the Board of Trustee with an opinion on the financial statements of the Fund. The Board of Trustee shall upon receiving the annual audit management report, discuss the content of the report and implement the recommendations therein. The services of the Auditor shall be reviewed at least once every year.

(i) TRUSTEES TO KEEP RECORDS

- i. The Trustees shall have the responsibility for the general management and administration of the Fund and they shall keep all proper books and records of account showing the position in respect to all Contributions, other income, expenditure, liabilities and all other matters relevant to its management and shall prepare or cause to be prepared and furnish to the Employer with an audited account of all such transactions in accordance with the Rules or as the Employer may from time to time determine prescribed by the Act.
- ii. The Trustees shall keep at the registered office of the Fund a register of the Members of the Fund showing particulars of all such Members and shall keep records of the account of every Member and all transactions in respect of each Member shall be duly recorded. The account of each Member shall be kept separate and distinct from the account of every other Member. Every Member of the Fund shall have a right to inspect his own account in the register during usual business hours on giving written notice of fourteen (14) days. Further, upon giving notice a compliance or other officer of the NSSF Fund shall have a right to inspect the register or record of the Members.
- iii. Subject to maintaining of confidentiality with the limits of the law, the Trustee shall ensure that information shared with Members is accurate, clear, relevant and provided in a language that Members can understand. Members who are

challenged or otherwise unable to use or comprehend written communication because of a disability shall be suitably accommodated. Electronic communication may be used to communicate with Members if a Member wishes to receive information in electronic form and notifies the Fund of this desire in writing.

- iv. The Trustee' obligations to retain and store information under this Clause shall be a continuing one for as long as such information is necessary and required.
- v. The Fund shall retain and store information in accordance with the provisions of any relevant written law.

(j) TRUSTEE'S ADMINISTRATIVE ARRANGEMENTS

In the event of there being Trustee who are natural persons, the following provisions shall apply:

- i. The Trustee may appoint a secretary ("**the Trust Secretary**") possessing all relevant qualifications and experience on agreed terms and conditions of appointment and remuneration and to carry out the specific roles listed in his letter of appointment (**the "Trust Secretary"**) and from amongst themselves shall appoint a chairperson, possessing all relevant qualifications, qualities and experience as they shall decide., The Trustee may appoint a Trust Secretary from the staff of the Administrator of the Fund Provided That the Administrator of the Fund, the chief executive officer of the Co-sponsors or the chairman of the Board of Directors of the Co-sponsors or the Chairman of another Fund shall not be eligible for appointment as Chairman and shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings.
- ii. The Chairperson of the Board of Trustee shall provide overall leadership to the Board of Trustee, ensure efficient and timely conduct of the Board of Trustee' business and act as the spokesperson of the Fund in respect of the Fund's policies.
- iii. At least one half of the Trustee shall constitute a quorum which shall include the Trustee nominated by the Co-sponsors and at least one elected Trustee Provided That where the meeting is convened to discuss and decide upon the exercise of the Trustee power to invest or to transfer or dispose any of the Fund assets the quorum shall be the full number of Trustee.
- iv. The Chairman of the Board of Trustee working with the Trust Secretary or the Administrator of the Fund, and in consultation with the Trustee, shall convene all meetings of the Board of Trustee and develop the agenda of the meeting unless he is otherwise unavailable in which event the Trust Secretary upon consultation with the other Trustee shall convene the meeting

- v. Notice of the meetings shall be issued at least fourteen (14) days before the date of the meeting. The agenda of the meeting and any other relevant document shall be issued to the Trustee at least seven days before the meeting.
- vi. The Trustees shall meet with such frequency as it shall stipulate. This notwithstanding, the Trustee shall meet at least two (2) times in every calendar year **Provided That** not more than six (6) months shall elapse between the date of one meeting and the next.
- vii. Questions arising at any meeting of the Trustees shall be decided by a majority of votes and in case of any equality of votes the Chairperson or the person presiding as Chairperson shall have the deciding vote.
- viii. A resolution in writing signed by all the Trustees shall be as valid and effectual as a resolution properly passed at a duly convened meeting of the Trustee.
- ix. The Board of Trustee and Trust Secretary shall keep minutes of all meetings of the Trustee and the Annual General Meeting and the exercise by the Trustees of all powers and discretions vested in them and the passing of resolutions shall be recorded in such minutes. A document certified by the Chairman of the Trustee or the Trust Secretary to be a true copy of a resolution of the Trustees shall be sufficient evidence of the resolution.
- x. The Trustees shall have power to act notwithstanding any vacancy in their number **Provided That** no resolutions shall be passed in the absence of a quorum.
- xi. Contracts and other documents binding the Fund shall be signed by not less than two Trustee (unless resolved otherwise by a resolution of the Trustee) or by a Corporate Trustee if it shall be a sole trustee.
- xii. The Trustee shall update the Co-sponsors and the Employer through the Co-sponsors and the Employer 's delegated persons at least quarterly during the Financial Year on all matters regarding the Fund.
- xiii. The Trust Secretary/ Administrator on being requested by the Trustee shall convene a meeting of the Members in each Financial Year (hereinafter referred to as the "Annual General Meeting") upon giving reasonable notice in writing to the Members at which Members shall be given reasonable opportunity to interrogate the Fund affairs at a venue agreed by the Trustee and shall determine the agenda for such meeting **Provided That** the agenda be provided to the Members at least fourteen days before the date of the annual general meeting and shall comprise , but not be limited to, a report on any changes to

the benefits and contribution structure, a report on audited accounts, a report on investments, a report on remuneration of Trustees and questions from Members.

- xiv. The Trustee may choose that the Annual General Meeting shall be held by means of telephone, video conferencing, or other electronic means of audio or audio/visual communications or similar communications (**the “Remote Annual General Meeting”**), whereby each of the Members can hear and understand each other notwithstanding that they are not present together in one place at the time of the Remote Annual General Meeting.
- xv. The Trustee shall ensure the minutes of the annual general meeting are available at the Fund’s office for Member’s review as soon as possible after the meeting but in any case, not more than three months after the date of the meeting.
- xvi. No decision or exercise of a power by the Trustees shall be invalidated or questioned on the ground that any of the Trustee (or in the case of the Trustee or one of the Trustee being an incorporated body any member or members of the board of directors of such body) had a direct or personal interest in the result of such decision or the exercising of any such power but a Trustee or director of a corporate Trustee or a service provider or advisor shall disclose any such personal interest in writing to the other Trustee and in accordance with a written policy dealing with conflict of interest and record the same in the register of conflicts of interest.
- xvii. Trustee shall establish a code of conduct as prescribed by the Authority of the Fund that shall set the values and ethical standards, corporate governance values and standards of integrity to be applied in the management of the Fund. Each Fund Trustee shall sign a copy of the Fund code of conduct as a commitment to principles established by this guideline.
- xviii. Trustee may organise Members’ days and retirement planning seminar for Members to address and educate Members on their rights, obligations, benefits calculation and financial management.
- xix. Trustee shall prepare a Board Charter, annual work plan and calendar of meetings to guide the business of the Board.

(k) DUTIES OF TRUSTEE

The Trustees shall undertake the general and exclusive management and administration of the Fund. They shall keep records of the Members and of Contributions to the Fund and sums payable there from and other matters relevant to the administration thereof. The duties of the Trustee shall include but shall not be limited to:

- i. Administering the Fund in accordance with the provisions of the Act and this Trust Deed;
- ii. Keeping all proper books and records of account with respect to income, expenditure, liabilities and assets of the Fund;
- iii. Computing and preparing statements of payments of benefits to Members;
- iv. Liaising with the Authority, Co-sponsorss, Employer, Members, Manager, Custodian, Administrator and any other professional engaged by the Fund;
- v. Collecting, keeping and updating retirement benefits data for each Member including maintenance of individual membership records and bank account details of the members for the purpose of payment of benefits;
- vi. Updating the Co-sponsorss at least quarterly during the financial year on all matters regarding the Fund;
- vii. Ensuring that the contributions based on correct pensionable emoluments are remitted to the Custodian or the Approved Issuer as required by the Trust Deed and the Act;
- viii. Ensuring that the Funds are being invested by a Manager, duly appointed by the Trustees as required by the Trust Deed and the Act;
- ix. Communicating regularly with the Members, with respect to the affairs of the Fund and Providing Members with annual membership benefits statements;
- x. Ensuring that documents intended to bind the Fund are professionally prepared;
- xi. convening an annual meeting of members to enable them to raise any matters that relate to their Fund;
- xii. Ensuring all minutes, statements and resolutions in respect of a Fund are properly kept and maintained.
- xiii. Ensuring all service providers are qualified professionals duly registered or licensed.

(I) POWERS OF THE TRUSTEES

The Trustees shall in addition and without prejudice to all powers which may expressly or by implication be conferred upon Trustees under the provisions hereof or by the provisions of any written law, have the following powers:

- i. from time to time to delegate, without powers to delegate discretionary powers, any of their functions or any business relating to the Fund (including the receipt or payment of money) to any one or more of their number and may delegate any matters relating to the collection of contributions and the administration and investment of the assets from time to time comprising the Fund and of the income generated by such assets to such agents, administrators, advisers, custodians and managers or other professional advisers (whether remunerated or not) as they may determine and the Trustee may register or vest any of the assets from time to time comprised in the Fund in the names of any other Person as nominee of the Trustees Provided Always that such delegation will be on such terms as the Trustees think fit and the Trustee may at any time revoke any such delegation made by them Provided Further That any decisions of the committees shall be ratified by the Trustees before implementation;
- ii. to determine whether or not any Person is entitled from time to time to any benefit under the Fund;
- iii. to lease, mortgage, exchange, sell or otherwise deal with any interest in land forming part of the assets of the Fund;
- iv. to commence, carry on or defend proceedings relating to the Fund or the determination of any rights of the Members and others therein;
- v. Subject to the investment guidelines and regulations of the Act, to invest any moneys forming part of the Fund in the purchase of or at interest upon the security of such stocks, shares securities or other investments of whatever nature and wheresoever situate (and without prejudice to the generality of the foregoing to purchase, take on, or lease any real freehold leasehold or other immovable property and to sell, let or otherwise deal in the same) and howsoever as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments in all respects as if they were absolutely entitled there to beneficially ;
- vi. the Trustees shall prepare and submit to the Authority and after every three years revise and submit to the Authority a written statement of investment

principles governing investment decisions for the purposes of the Fund and will cover the policy of the Fund above and in the following matters:

- a. the categories of the investments to be held;
 - b. risk;
 - c. the realization of investments;
 - d. asset liability matching; and
 - e. such other matters as may be prescribed by the Authority from time to time.
-
- vii. to underwrite or sub-underwrite and to enter into any agreement or agreements for underwriting or sub-underwriting any investments or securities whether on issue or sale and whether jointly with other Persons or not and to do all things incidental thereto;
 - viii. administer and manage the Post-Retirement Medical Fund to the exclusive benefit of Members and their Beneficiaries
 - ix. exercise leadership, enterprise, integrity and sound judgment in directing the affairs of the Fund to achieve continuity and sustainability;
 - x. promote good governance in the Fund;
 - xi. approve and review overall strategies and significant policies relating to the Fund;
 - xii. ensure the Fund has sufficient and appropriate resources to achieve its strategic goals;
 - xiii. prudent in the oversight of the negotiation of the fees charged to the Fund by service providers having considered the value received and the long-term sustainability of the Fund;
 - xiv. take responsibility for the performance of the Fund in achieving the Funds objectives and meeting the Fund/Fund's obligations;
 - xv. effective financial and other internal controls are established and maintained to achieve the Fund's financial reporting and risk-management objectives.

- xvi. monitor the effectiveness of the internal control and risk-management systems of the Fund;
- xvii. deals fairly with stakeholders' interests, demands and expectations;
- xviii. responsible for the appointment of service providers and experts advising the Trustee;
- xix. Fund complies with all statutory requirements including the good corporate governance guidelines;
- xx. appoint not more than 4 committees to facilitate the work of the Board of Trustee by conducting detailed analysis of and holding discussions on specific areas of the Fund's operations. The recommended committees shall be investment committee, audit and risk-management committees and administration and communications committee all of which must have terms of referenced prepared as prescribed by the Authority. The services of experts may be engaged to provide consultancy services or co-opt experts to sit in committees of the Board of Trustee to provide guidance; and
- xxi. generally, to execute and do all such acts and things as the Trustees may consider necessary or expedient for the maintenance and preservation of the Fund and of the rights of the Members and others therein.

(m) PROTECTION OF TRUSTEES

- i. Except as provided for in the provisions of the Act , none of the Trustee shall be liable for the act, neglect , default, fraud or misconduct of any agent, officer , servant or other Person employed by them or otherwise engaged or occupied in connection with the Fund notwithstanding that it may not have been strictly necessary or expedient for any Person to be so employed, engaged or occupied or by reason of any mistake or omission made in good faith or by reason of any other matter or thing except fraud, wilful misconduct or gross negligence on the part of any of the Trustees to be charged with the same.
- ii. No decision of or exercise of a power by the Trustees shall be invalidated or questioned on the ground that the Trustees or any of them or any director or officer of anybody corporate, which is a Trustee, had a direct or indirect interest in such decision or in the exercise of such power.
- iii. A Trustee (or any director or officer of a body corporate which is a Trustee) who is or has been a Member shall be entitled to retain for himself any benefit to which he is entitled by virtue of such membership.
- iv. A Trustee shall not be victimized, removed from office of trustee or discriminated against for having performed the functions of office in accordance with the Trust Deed and Rules of a Fund or any law without due process of the law.

(n) PROTECTION AGAINST FINANCIAL LOSS

The Trustees may take such steps as they deem appropriate to protect the Fund and the individual assets comprising the same against any manner of insurable risk or financial loss which might arise out of the negligence or default (willful or otherwise) of the Fund's Trustee, officers, administrator, manager or custodian or other professional advisers.

(o) POWERS CONFERRED BY LAW

It is hereby declared that, in addition to any powers or provisions for the indemnity or otherwise for the protection of the Trustees conferred by or contained in this Deed, the Trustee shall be entitled to exercise any powers conferred by law on Trustee if and in so far as a contrary intention is not expressed in this Deed and to have the benefit of any indemnity or other protection given by law to Trustee.

(p) PROFESSIONAL CHARGING CLAUSE

No Trustee engaged in any profession or business shall be engaged in professional services done by him or his firm in connection to the Fund.

11. AMENDMENT OF THE DEED AND RULES

- (a) The Trustees may at any time and from time to time with the consent in writing of the Co-sponsors and the Authority, as may be required under law, amend by Deed any of the provisions of the Trust Deed that no such amendments shall be valid if: -
- i. Alters the main purpose of the Fund;
 - ii. It is not in the best interest of the Members;
 - iii. Results in the payment to the Co-sponsorss or Employer of any money or other benefits from the Fund (otherwise than upon dissolution of the Fund and/ or with the written consent of the Authority) except as provided for in the Act;
 - iv. Subject to Rule 4 that authorizes the payment of any part of the benefits to any Member while still in service of the Employer;
 - v. Diminishes or invalidates any benefit or any rights or interests which shall have accrued to a Member in respect of benefits secured under the Fund up to the date on which such amendment takes effect unless such amendment (whether retrospective or otherwise) is necessary in order to secure approval or continued registration of the Fund under the Act and the Income Tax Act or is with the consent of such Member;
 - vi. Prejudices, invalidates or reduces the accrued rights or interest of any person already a Member or a Employer or the Co-sponsorss at the date of such amendment;
 - vii. Purport to effect any right of a creditor of the Fund other than as a Member;
 - viii. Extends the operation of the Fund beyond the Trust Period (as defined in Clause 14;
 - ix. Prejudices or causes withdrawal of approval or registration of the Fund under the Income Tax Act or the Act; or
 - x. Has not been approved by the Authority and registered as provided in the Act.

Provided Further That (i) no such amendment shall become effective until it shall have been approved by the Authority in the manner set out in the Act and (ii) any amendment affecting the financial position of the Fund shall be referred to an Actuary before being adopted and a certificate from an Actuary submitted to the Authority certifying that the financial soundness of the Fund shall not be affected thereby.

- (b) A Deed of amendment of the Trust Deed and a copy of a resolution for the amendment of the Rules shall be submitted to the Authority for registration within thirty (30) days from the date of the resolution **Provided That**, where any such amendment shall affect the financial position of the Fund, the Trustees shall submit to the Authority a certificate signed by an Actuary.
- (c) Where the Authority approves the amendment, it will register the amendment within sixty days and where applicable return a copy of a resolution for the amendment of the Rules to the Trustee, with the date of registration endorsed thereon and it shall be deemed to take effect as from the date determined by the Trustee or if no such date has been determined, as from the date of registration.

12. PARTICIPATION BY CONTROLLED AND ASSOCIATED ORGANIZATIONS

- (a) In the event of any additional directly or indirectly controlled entity, company, firm or other organization of the Co-sponsors applying to participate in the Fund and binding itself by a Deed of Adherence and the provisions of this Deed and the Rules with effect from a date specified in such Deed of Adherence then, subject to the consent of the Co-sponsors and so long as the registration of the Trust Deed and the Rules under the Income Tax Act and the Act, will not be prejudiced, the Trustee shall have the power to admit any employees of such entity, company, firm or other organization to the membership of the Fund and thereupon such additional entity, company, firm or other organization shall be deemed to be included in the definition "Employer" for all purposes of the Fund and to extent set out in the deed of adherence

Provided That the participation of the new Employer shall not be to the disadvantage of the existing Members.

- (b) The Deed of Adherence executed by a Employer shall specify the Special Rules applicable to that Employer and its eligible members and such Special Rules shall be in addition to or in substitution for the Rules contained in this Deed. The Special Rules contained in each Deed of Adherence shall as a minimum cover:
 - i. Normal Retirement Age which must be within the age limits prescribed in the trust deed and rules;
 - ii. Benefits additional to or in substitution for the benefits set out in the Rules; and
 - iii. Mode of access to the Employer Portion of Retirement benefits.
- (c) An Associated Organization may from time to time request the Trustee to agree to amend the Special Rules contained in the Deed of Adherence provided that the provisions contained herein and in the Retirement Benefits Act and Regulations relating to amendments to the Trust Deed and Rules shall apply to any amendment to any Special Rules.

13. PERPETUITY PERIOD

In the event that a perpetuity period is applicable to any disposition made under the provisions of this Deed or the Rules, the perpetuity period shall be the life of the Applicable Member and eighteen (18) years thereafter (the "Trust Period"). For the purposes of this clause "Applicable Member" shall mean the Member making the relevant disposition or the Member in respect of which the Employer has made the relevant disposition.

14. TRUST PERIOD

Unless otherwise terminated under the provisions hereof or the Rules, the trusts hereof shall continue until the death of the last Member who having been born on or before the Commencement Date, dies whilst still a Member or such longer period as the law may allow (herewith referred to as the "Trust Period").

15. TRANSFER OF UNDERTAKING OF THE CO-SPONSORS OR EMPLOYER

If, upon any reorganisation or reconstruction or transfer of the undertaking of the Co-sponsors or Employer (or its successor in title), the Co-sponsors or Employer shall enter into an arrangement for the purchasing or continuing Co-sponsors or Employer to undertake the Co-sponsors or Employer's rights and obligations under this Deed and with the consent of the Trustee the new Co-sponsors or Employer shall enter into a written covenant to assume such rights and obligations then, subject to such changes as may be necessary and so long as the registration of the Trust Deed and the Rules under the Income Tax Act and the Act, will not be prejudiced, the trusts hereby created shall continue to have effect as though the new Employer had been a party hereto from the Commencement Date and the Co-sponsors or Employer shall be released from all obligation under the Trust Deed and the Rules **Provided That** if the shall exercise its rights of cessation under Clause 8 or enter into liquidation for purposes of reorganisation or reconstruction and shall prior to or simultaneously with the exercise of such right or commencement of such liquidation complete an arrangement for some other Co-sponsors or Employer or organisation to become a Co-sponsors or Employer in terms of this Trust Deed to undertake such first named right and obligation under the Fund then the Fund shall continue to have effect as though such new Co-sponsors or Employer has been a party thereto ab initio.

16. TRANSFERS TO THE FUND

The Trustees may receive from any other Funds which has been registered under the Act of which any Member was previously a Member, any moneys, or other assets which the Trustees of such other Fund other Persons having the requisite power are empowered to assign or transfer to the Trustees and in such event the Member may be entitled to such additional benefits under the Fund as the Trustees, after consultation with the Actuary (or such other qualified person as the Trustee may determine) may consider appropriate.

17. TRANSFERS FROM THE FUND

In the event of a Member becoming a Member of any other Fund or arrangement which has been registered under the Income Tax Act or the Act, the Member may request and the Trustees shall after taking all reasonable steps to ensure that such other Fund is an approved Fund, within sixty (60) days upon receipt of transfer notice, transfer to such other Fund, Fund or arrangement the benefits to which the Member would otherwise be entitled under the Fund to be determined by the Trustees on the advice of any qualified person as the Trustees may determine the said benefit which the Trustees of such other Registered Fund or other persons having the requisite power are empowered to receive, and the Trustee may require interalia as a condition of any such transfer, a discharge of all liabilities on terms satisfactory to them.

18. BULK TRANSFERS TO AND FROM THE FUND

The Trustees shall have the power to transfer the assets and liabilities of the Fund or portion thereof to another Fund approved as such by the Authority or to take transfer of the assets and liabilities or portion thereof of another Fund approved as such by the Authority **Provided That** any such transfer or amalgamation shall be carried out in accordance with the RBA **Provided Further That** no such transfer shall become effective until it shall have been notified to the Commissioner (if the Fund shall then be a Registered Fund) and approved by the Authority. A transaction effected in terms of this regulation shall not deprive any creditor of any Fund thereto, except in his capacity as a member, of any right or remedy which he had immediately prior to that date against any Fund to the transaction or against any member of such Fund.

19. PARTIAL DETERMINATION

- (a) Subject always to the Act, and to any discretion given to the Trustee by the Trust Deed and Rules to continue the Fund, the participation of any Co-sponsors or Employer in the Fund shall cease and the trusts of the Fund shall partially determine upon the happening of one or more of the following events: -
 - i. The Trustees receiving from any Employer three (3) calendar months' notice in writing of its intention to cease to contribute to the Fund.
 - ii. Any Employer failing to perform and observe the covenant, agreements and provisions laid in this Deed and the Deed of Adherence by such Employer.
 - iii. A receiving order or similar order being made for the winding up of any Employer or any Employer passing an effective resolution (other than for the purpose of reconstruction or amalgamation) for the winding up of any Employer.
 - iv. Any Employer ceasing to be associated in business with the remaining Employers to such extent that the approval of the Fund under the Income Tax Act and the Act would be prejudiced.
- (b) For avoidance of doubt, the partial determination of the Fund shall not affect the Members' benefits which shall be treated in accordance with this Trust Deed and Rules.

20. DETERMINATION OF TRUSTS

- (a) Subject always to the Act, and to any discretion given to the Trustee by the Trust Deed and Rules to continue the Fund, the trusts of the Fund shall be determined and wound up in accordance with this Clause upon the occurrence of any one or more of the following events:
- i. Where each of the Employers ceases to exist or for any other reason cease to operate and some other statutory body or organisations shall not be empowered to undertake the rights and obligations of either one of them as provided hereunder;
 - ii. Where the Co-sponsors ceases to exist or for any other reason ceases to operate and some other statutory body or organisation shall not be empowered to undertake the rights and obligations of the Co-sponsors hereunder;
 - iii. at the expiry of the Trust Period and the Authority granting its approval in writing;
 - iv. if each of the Employers going into liquidation other than for the purpose of reconstruction or amalgamation with any other company in which case the Trustees may make such arrangements as they think fit for the continuation of the Fund by any company resulting from or involved in the reconstruction or amalgamation;
 - v. where there is a cession of deductions of Members' Contributions from Members' emoluments by each of the Employers upon a direction of the Authority; or
 - vi. the court (whether upon application by the Authority pursuant to the Act or otherwise) orders that the Fund be wound up.

Provided Always That the Fund shall only be wound up subsequent to a final actuarial valuation done on a winding up basis.

21. CONSEQUENCES OF DETERMINATION

- (a) Upon any determination of the trusts of the Fund pursuant under the preceding Clauses or withdrawal from participation in the Fund by a Employer, the Trustee shall as soon as practicable:
 - i. Notify in writing each Member and Dependent affected by such determination or withdrawal
 - ii. upon application by the relevant Eligible Members, issue notices of revocation to the relevant Institutions and discharge of assignments; and.
 - iii. Appoint a liquidator in terms of clause 10 (h)(i)(e) of this Deed for the purpose of winding-up the Fund subject to and in accordance with the Act.
- (b) Before applying the whole or any part of the Fund for the benefit of Members or Dependants in accordance with sub-clause 32 (c) hereof, the Liquidator shall be entitled to reserve out of the Fund assets such amount as he considers necessary to meet any expenses of the administration and winding up of the Fund; which in their opinion may not be recoverable from the Employer and to meet any liabilities for which the Trustees or himself may be accountable.
- (c) Subject to the retention of such sums as may be necessary to meet the costs and expenses of administration or otherwise, the Liquidator shall, after obtaining the approval of the Authority, apply the moneys held under the Fund;
 - i. In securing so far as they have not already done so the payment of Retirement Benefits to those Members or Dependants who are already in receipt of them and to those as they have not done so the payment of Retirement Benefits to those Members or Dependants who have been granted deferred Retirement Benefits who are not yet in receipt of them;
 - ii. So far as the moneys held in the Fund shall permit in securing to each Member who has not yet reached his Normal Retirement Date and whose Retirement Benefits have not already commenced the payment in lieu thereof a fully secured Retirement Benefits to be payable either;
 - 1. Immediately or at the Member's said Normal Retirement Date, at the discretion of the Liquidator in the case of any such Member who upon determination as aforesaid is within ten years of Normal Retirement Date ; or

2. At the Early Retirement Date in the case of any such Member who is not within ten (10) years of Normal Retirement Date.
 3. Notwithstanding any provisions in this Deed the Retirement Benefits of a Member still in the Service of the Employer shall not be paid but shall be transferred to a registered Individual Retirement Benefits Fund specified in writing for the purpose by the Member.
- iii. Subject to the provisions of this Deed and the Act the Retirement Benefits and any other accrued income of Members of the Fund who cannot be traced within two years from the date of commencement of winding-up of the Fund shall be remitted to the Unclaimed Financial Assets Authority in line with the provision of the Unclaimed Financial Assets Act, 2011.
 - iv. In respect of the balance, if any, of surpluses accruing from investment income held in the Funds the Liquidator shall have power to augment the benefits under paragraph (i) and (ii) of this sub-clause in such amounts as the Liquidator shall decide;
 - v. In respect of any Surpluses arising from unvested benefits held in the Fund then remaining unexpended the Liquidator shall, subject to the agreement of the Commissioner, the Authority, and the Fund such balance to the Employer subject to reserving such amount of any such balance as the Liquidator may require to meet any liability which he may incur by reason of such payment;
- (d) In securing any Retirement Benefits under sub-clause (c) (i) and (ii) of this Clause the Liquidator shall have regard to the actuarial value of the Member 's interest in the Fund as determined by the Actuary.
 - (e) Notwithstanding the provisions hereof in the event of any Retirement medical Benefits payable to the person entitled thereto being in ill- health the Liquidator may subject always to the provisions of the Income Tax Act and the Act, elect with the consent of the Authority and the Commissioner to pay a lump sum in lieu of any Retirement Benefits entitlement.

22. ACCOUNTS AND ANNUAL REPORTS

- (a) The Trustees will prepare annual accounts of the Fund and have them audited by the Auditor. The audited accounts will comply with the Act;
- (b) Such books shall incorporate an account in respect of each Member (to be known as (the "Member's Account") to which shall be credited forthwith upon receipt the Member's contribution and the Employer 's contribution in respect of that Member;
- (c) Within a period of three (3) months after the end of each Financial Year, the Trustee shall prepare annual reports in respect of the Fund which will take the format provided for in the Act and will contain:
 - i. A copy of the audited accounts;
 - ii. Trustees' and investment reports;
 - iii. A copy of the last actuarial statement;
 - iv. Statement of assets and liabilities;
 - v. a Statement of Income and Expenditure;
 - vi. a Statement of Assets and Liabilities and a Balance Sheet of the Fund in respect of the preceding twelve months; and
 - vii. and such other documents as may be prescribed by the Ac t from time to time including but not limited to information on assignments, undertakings and guarantees issued by the Trustees and the Institutions to which guarantees have been furnished, Contributions made to the Fund and the Income for the period under consideration together with any guarantees issued and the Fund's governance disclosure or a remedial action plan in the case of non-compliance with the good corporate governance practices and the details of the remuneration and benefits of Trustee.
- (d) Prior to the preparation of the Statement of Income and Expenditure for each year the Trustees shall be entitled to debit such account and to credit to an account to be entitled Reserve Account such sum as they shall in their absolute discretion decide **Provided That** such sum shall not exceed ten per cent (10%) of the market value of the assets comprising the Fund, the amount so credited to be invested in accordance with the provisions of the Trust Deed;

- (e) The sum from time to time standing to the credit of the Reserve Account may be utilised by the Trustees as at the last day of December in each year in making good any loss incurred on the depreciation or sale of any securities or investments during such year;
- (f) In the event of the amount then left standing to the credit of the Reserve Account at such date being in excess of the amount which the Trustee in their absolute discretion shall decide as being necessary to provide for any future losses such excess amount shall be credited to the Income and Expenditure Account Provided That upon death or retirement of a Member, such Member shall be entitled to such share of the Reserve Account as shall be proportionate to the value of the Funds in the Reserve Account allocated to the accounts of all other Members of the Fund as at the date of death or retirement of such Member;
- (g) The Trustees shall appoint an Auditor in every Financial Year to conduct the audit of the Fund who shall be approved by the Authority;
- (h) The Auditor shall value all assets at their market prices and identify all surplus Funds not allocated to the account of a particular Member and such surplus shall be allocated to the respective accounts of the Members of the Fund in lieu of new Contributions by the Employer and the Member in the year and subsequent years until the surplus is exhausted and such allocation of surplus shall be deemed to be Contributions of the Employer and the Member respectively Provided That where the Fund makes provision for a Reserve Account, the amount of this Reserve Account that does not exceed ten percent (10%) of the market value of the assets may be excluded from surplus Funds not allocated to the account of a Member of the Fund;
- (i) The annual audited accounts including the Trustee' investments report and reports described in Clause 22 (a) and (c) shall be sent by the Trustees to the Chief Executive Officer, Commissioner and Commissioner for Insurance within three (3) months of the end of the Financial Year, and all Members notified of their availability for scrutiny at the offices of the Fund not later than thirty days from the date of completion of the audit;
- (j) The annual audited accounts including the Trustees' and investments report shall be submitted to the Authority together with a certificate signed by the Fund Chairman or any authorized Trustee certifying that to the best of their knowledge and belief the information furnished to the auditor for the purpose of audit was correct and complete in every respect;
- (k) The Trustees shall within six (6) months of the end of the Financial Year issue to each Member and all identified key stakeholders a statement giving details of the Member 's Account together with a summary of the audited accounts;

- (l) The Trustees will prepare annual reports, which will include; a copy of the audited accounts, Trustees' and investment reports, a copy of the latest actuarial statement and such other information as is or may be required under the Act;
- (m) The Trustees shall establish, document and maintain effective audit, assurance and risk management policies, procedures and guidelines. These policies procedures and guidelines shall provide for the setting up of a comprehensive internal audit function and the maintaining of a risk register; and
- (n) The Trustees shall in the Fund's audited financial statements report the extent to which the board has adhered to the principles of good governance. The report shall be prepared, and a declaration made as prescribed by the Authority and reported to the Members at the annual general meeting and further submitted to the Authority. Provided Always that, the Trustee may be required by the Authority to conduct a governance audit by a person certified to do so, of the Fund to ensure that the Fund conforms to the highest standards of governance.

23. ACTUARIAL REVIEWS

- (a) The Trustees may obtain actuarial reviews of the Fund, as they shall decide and as the Authority may specify to determine inter alia whether the Fund is sufficient to meet its liabilities. The actuarial reviews and statements must comply with the Act and will be presented to the Chief Executive Officer at such regular intervals as the Authority may specify. The Fund shall be required to conduct actuarial valuations of the Fund at least once in every three years.
- (b) If an actuarial review of the Fund reveals a surplus. the surplus may be applied by the Trustees, on the advice of the Actuary, for the benefit of the Members and other persons who may be entitled to benefits under these Rules **Provided That** no surplus Shall be reFunded to the Employer except in accordance with the provisions of the Act, the Income Tax Ac t and any other legal requirement for the time being in force.
- (c) If an actuarial review of the Fund shows that the value of the Fund's assets is below the minimum Funding level laid down under the Act, the Trustees, shall on receiving such direction from the Authority, submit a remedial plan to the Authority within thirty (30) days from the date of such direction setting out the arrangements intended to eliminate the deficiency in the Fund.

24. LAW AND CURRENCY

This Deed shall be interpreted in accordance with and governed by the laws of Kenya and all contributions and benefits payable shall be made in Kenya in Kenya Currency.

25. CLAIMS ONLY IN ACCORDANCE WITH THIS DEED

No Person whether a Member or otherwise shall have any claim right or interest upon to or in respect of any lump sum payment or other benefit or any contribution made to the Fund or any interest therein or any claim upon or against the Trustee or the Employer except in accordance with the provisions of this Deed.

26. ARBITRATION

Save for the Act and where the decision of the Trustee is made final under the provisions of this trust deed, if at any time hereafter any dispute, difference or question shall arise between the Co-sponsors, Employer or other, the Trustee or the members, or any of them respectively touching the construction, meaning or effect of this trust deed or any cause or thing therein contained or the rights or liabilities of any of them under this trust deed or otherwise howsoever in relation to the Fund then every such dispute or question shall be by way of negotiation the result of which negotiation shall be final (except on matters of law) and binding upon all the parties and the proceedings shall be referred to arbitration by an arbitrator appointed by agreement between the parties within thirty (30) days of the dispute having arisen and failing which an arbitrator shall be appointed by the chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch.

A Member who is dissatisfied with a decision of the Trustee may request that such decision be reviewed by the Chief Executive Officer of the Authority. A Member aggrieved by a decision of the said Chief Executive Officer or the Authority may appeal to the Appeals Tribunal established under the Act.

27. REGISTERED OFFICE

The registered office of the Fund shall be the registered address of the Co-Co-sponsors, which is at Kenbright Holdings Limited a limited liability company registered under the Companies Act (Cap 486) of the Laws of Kenya (hereinafter referred to as “the Administrator” which expression shall where the context so admits include its successors in title and assigns) with its registered office at 26th Floor Prism Towers, 3rd Ngong Avenue and of P.O. Box 28281-00200 in the Republic of Kenya, or such other place as the Trustee may determine and notify the Authority.

28. NOTICES

Any notice which under the provisions of this Deed is required to be given to or served upon the Trustees shall be served in writing and delivered or addressed to the Trustee care of the registered office, if a Corporate Trustee shall be a sole Trustee, at the place of business of such Trust Corporation.

29. HEADINGS

The headings in this Deed are for convenience of reference only and are not to be construed as part of this Deed.

[The execution page follows]

25/6/28

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Rezeptur -

SIGNED by the Authorised Representatives of: -
MTC TRUST & CORPORATE SERVICES LIMITED



Director
ABEL MUNDA

Director/Secretary
MADABHUSHI SUNDARARAJAN

In the presence of: -

Grace A. Andati
ADVOCATE
P. O. Box 13790 - 00800
NAIROBI

THE FIRST SCHEDULE

THE POST-RETIREMENT MEDICAL FUND RULES

RULES TO THE IMARA POST-RETIREMENT MEDICAL FUND (IMARA PRMF)

1. INTERRELATIONSHIP

These Rules are supplemental to the Trust Deed. The words defined in the Trust Deed of the Fund apply to these Rules as the case may be.

2. ELIGIBILITY FOR PARTICIPATION

- a) Any individual shall be eligible to participate in the Fund if they are willing and able to contribute to the Fund and they are of majority age whether in employment or not.
- b) Before admission to Membership of the Fund, an eligible individual shall be required to complete an application in the form prescribed by the Board of Trustees.
- c) A member may opt to incorporate his/her spouse in the Fund.
- d) A member shall cease to participate in the medical Fund on the date on which he withdraws all his benefits from the Fund.
- e) A member may elect to contribute into the fund in the following contribution classes:

Medical Benefit Class	Inpatient Limit	Maternity Limit	Outpatient Limit	Dental Limit	Optical Limit	Last Expense Limit

- f) The limits provided above shall be subject to inflationary adjustments based on the advice of the Fund Actuary.
- g) Should a member cease to be an Eligible Member no further contributions will be made by him but any amount already accrued to his credit in terms of contributions will continue to be held and to earn interest subject to the trusts of the Fund until he is paid his benefits.

3. NOMINATION OF BENEFICIARY

Every Member shall be required to complete a nomination form immediately before joining the Fund, in which he shall indicate the Nominated Beneficiary or Nominated Beneficiaries to whom he wishes the medical benefit payable in the event of his death but which shall, in any event, be paid in accordance with these Rules. Such nomination of a Beneficiary may be replaced - from time to time and together with any subsequent replacement thereto shall not be binding on the Trustee and shall be interpreted and applied by the Trustees in accordance with the provisions of the Act and the Regulations

4. CONTRIBUTIONS

- 3.1. A Member may make contributions in respect of funding of a medical Fund to be accessed at retirement.
- 3.2. The Trustees should seek, in writing, the professional advice of an actuary when determining the design and Funding of the medical Fund, including advice on contribution levels that shall be expected to be made in order to meet the target set for the medical benefits of members upon retirement.
- 3.3. The method of remitting the contributions may be by salary deduction and/ or direct or indirect remittances to the Fund. An Employer may contribute singly or jointly into the Fund on behalf of a member being his employee, **PROVIDED THAT** any contribution by the Employer shall be supported by the Employer's resolution in writing, which shall be submitted to the Authority.
- 3.4. Contributions by or on behalf of a member together with interest and other accrued income thereon shall constitute the Fund and shall vest fully in the members immediately.
- 3.5. A member may vary the rate of contribution upon giving reasonable notice to the Trustee.
- 3.6. The contributions into the medical Fund shall either be a fixed percentage of the member's pensionable emoluments, including other employment-related emoluments or a shilling amount.
- 3.7. The contribution amount or rates may be based on a target level of the medical benefits.
- 3.8. The contributions made into the Fund may be invested in accordance with the investment policy of the Fund.
- 3.9. All contributions and the income derived therefrom shall be subject to the provision of the Income Tax Act.
- 3.10. Contributions to the fund that are deductible for tax purposes under the Income Tax Act shall be subject to a limit of fifteen thousand shillings per month or such other amount as may be prescribed from time to time under the Income Tax Act.

5. ACCESS TO MEDICAL BENEFITS

- a. For all purposes of these Rules, no member shall be permitted to access their benefits while he remains in the service of the Employer prior to attainment of Normal Retirement Age.
- b. Above notwithstanding, a member who remains in the service of the Employer and not having reached normal retirement age may, subject to the approval of the Trustee, be allowed to access the medical benefits on the ground of ill health or if the member becomes incapacitated due to ill health.
- c. On exit from employment of the Employer before the attainment of retirement age, the Accumulated Credit shall be treated in the following manner—
 - i. the Funds Accumulated Credit may be transferred to another post-retirement medical Fund elected in writing by the member and the Fund shall, within sixty (60) days from the date of the election, transfer the Member's Accumulated Credits to the post retirement medical Fund elected by the member;
 - ii. defer access to the benefits by the member until the member attains retirement age; or
 - iii. the member may access the accumulated credit in the form of medical benefits
- d. members will be allowed a period of up to one year from the date of retirement to exercise their option on how they would prefer to access their medical benefits
- e. members may access their accumulated credit in any of the following ways
 - i. by retaining the Funds within the Fund for the purpose of purchasing a medical cover;
 - ii. retaining the Funds within the Fund for the purpose of offsetting any medical expenses incurred as and when they fall due;
 - iii. transferring the accrued amount to a medical cover provider other than another post-retirement medical Fund for the purpose of purchasing a medical cover or offsetting any medical expenses incurred as and when they fall due;
 - iv. purchasing an annuity for the purpose of paying annual medical cover premiums.
- f. The benefits contemplated in the Rules herein may be accessed by a spouse at the option of the member subject to approval by the Trustees.

6. MEMBERS' REGISTER AND ACCOUNTS

- a. The Trustee shall cause to be maintained a register of all Members of the Fund in which the register shall be maintained in respect of each Member an account (to be known as the "Member's Account") to which shall be credited forthwith upon receipt the Member's contributions.

- b. Balances from time to time in the Member's Account deriving from contributions made by the Member together with any amounts transferred into the Fund in respect of the Member deemed to be Member contributions and accumulated investment income attributed thereto shall be known as the Member Portion of the Member's Account.
- c. Each Member's Account shall be credited or charged with the positive or negative net investment income arising from the Fund's investments as described in these Rules.
- d. The Trustees shall within six (6) months from the end of each financial year issue to each Member a statement giving details of his Member's Account.
- e. Every Member of the Fund shall have a right to inspect his own Member's Account in the said register during usual business hours on giving reasonable notice to the Trustees.

f. Income and Other Taxes

- i. If on the payment of any benefit from the Fund, any income or other tax or estate or other duty is payable by the Trustee, it shall be entitled to recover from such benefit such duty or tax (including any interest payable in respect thereof and the costs of paying it) as if it were an amount due or owing by such Member or another person to the Fund;
- ii. In the event of the Employer or the Trustee becoming accountable for any tax or duty in respect of any payment under the Fund the Employer or the Trustees as the case may be shall have the right to deduct such tax or duty from the amount payable.
- iii. Contributions to the fund that are deductible for tax purposes under the Income Tax Act shall be subject to a limit of fifteen thousand shillings (Kshs 15,000/-) per month or such other amount as may be prescribed from time to time under the Income Tax Act

g. Payment of Benefits

- i. All medical benefits payable under these Rules shall be payable within fourteen (14) days of the date on which they fall due for payment.
- ii. Upon the death of a member of a Fund, the benefit payable from the Fund shall not form part of the estate of a member for the purpose of administration and shall be paid out by the Trustee in accordance with the Fund rules.
- iii. Immediately following the payment by the Trustee to another medical cover provider of the amount of the Accumulated Credit as a lump sum the Member shall forthwith cease to be a Member of the Fund and shall have no further rights therein or claims against the Fund and the Trustee.

h. Restrictions upon Payments from the Fund

Notwithstanding anything contained herein to the contrary, the following shall apply to payments from the Fund: -

- i. No loan or other benefit shall be provided out of the Fund to any Member or to any other persons except as specifically provided for in these Rules and the Act.

- ii. No warranty shall be provided by the Fund to a third party by way of guarantee of repayment of a loan to a Member.
- iii. No payment under the Fund shall be made to the Employer without the written consent of the Authority and Commissioner of Income Tax.

i. Evidence of Existence

Before paying or otherwise making provision for any payment of benefit from the Fund, the Trustees may request and receive such evidence as they deem necessary regarding the continued existence or death of the persons entitled to the benefit and if such evidence shall not be forthcoming the Trustees may suspend payments of the benefit until such evidence is produced.

j. Benefit on Normal Retirement or Late Retirement

Each Member who retires at Normal Retirement Date shall on such retirement be entitled to access their benefits and deal with such benefits representing his total Accumulated Credit standing to the credit of his Member's Account at that date in accordance with these Rules.

k. Death of a Member

On the death of a Member, the Fund shall be used to provide a medical benefit to the nominated spouse(s) and/or dependants in the manner provided for under these Rules.

l. Duties of the Trustees

- i. The Trustees shall act in the best interests of the Members.
- ii. Trustees shall act in a responsible manner by putting in place standards that will help to mitigate the risk of the Member's Accumulated Credit from being exhausted during the lifetime of an individual Member.

m. Duties of the Employer

- i. To observe the provisions of and perform its obligations under this Deed and the Rules as well as the respective Deed of Adherence;
- ii. To collect all sums contributed by it and the Members in accordance with the Rules and such other payments as and on its behalf are to be made under the Rules and to pay such sums to the Trustee or as they shall direct; and
- iii. May make contributions to the Fund in line with this Deed and Rules.

7. GUARANTEE ON THE LEVEL OF MEDICAL BENEFITS

In the event the Medical Fund provides guarantees on the level of medical benefits, any deficits or surpluses arising from actuarial reviews will be offset or utilized as per the provisions of these Rules. In the case of deficits, additional contributions would be required from either the Employer, Members, or both or the level of benefits may be reduced. Surpluses in the Fund may be used to enhance the level of benefits or reduce the amount of contributions. Actuarial advice and recommendations will be required to advise on the utilization of surpluses and offsetting the deficits.

8. TRANSFER FROM ACCUMULATED BENEFITS

The Trustee can allow a Member who has attained retirement age upon receipt of a written request to transfer a portion of his Accumulated Credit from a retirement benefits scheme or another post- retirement medical fund to augment the Member's Fund

9. TRANSFERS TO THE FUND

- i. When amounts are transferred into the Fund under the provisions of Clause 8 the Trustees shall obtain confirmation from the Trustees of the other Fund of the portion which from Member contributions and the portion which derives from Employer contributions.
- ii. The portion of the amount transferred into the Fund deriving from Member contributions shall be credited to the Member Portion of the Retirement Medical Fund and the portion of the amount transferred into the Fund deriving from Employer contributions shall be credited to the Employer Portion of the Fund.

10. TRANSFERS FROM THE FUND

In the event of a Member ceasing membership and becoming a member of any other medical Fund which has been registered under the Retirement Benefits Act and Regulations and the Income Tax Act and Rules, the Trustee shall at the request of the Member and subject to such consents as may be required transfer within sixty (60) days to such other Fund an amount equal to such portion of the Member's accumulated credit Fund as the Member shall advise. The Member shall give to the Trustee inter alia, as a condition of any such transfer, a discharge of all liabilities on terms satisfactory to them.

11. EMIGRATION OF A MEMBER FROM KENYA

A member may opt for payment to him, of the total amount of the vested accrued medical benefits before attaining the Retirement Age where a member emigrates from Kenya to another country without the intention of returning to reside in Kenya, provided that Trustee have approved the payment of emigration retirement benefits to the member

The Trustee shall, fourteen (14) days prior to effecting such a payment to a member submit the approval to do so to the Retirement Benefits Authority.

12. TRUSTEES' DISCRETION IN PAYMENT OF DEATH BENEFITS

- a. The Trustee shall have the power to pay or apply any benefit due from Fund on the death of a Member other than a benefit expressed to be payable to or in respect of the Spouse or Child of such Member to or for the benefit of any other person who in the opinion of the Trustees is or was wholly or in part Dependant upon the earnings of the Member or for whose maintenance and support the Member was legally liable immediately before his death or to the personal representatives of such deceased Member in such amounts at such times and generally in such manner as the Trustees in their absolute discretion shall from time to time think fit.
- b. Any benefit due from the Fund on the death of a Member shall not form part of the estate of the Member and shall be paid out by the Trustee as per the Rules
- c. Without limitation to the generality of the foregoing, the Trustees shall in determining to whom any medical benefit due upon the death of a Member shall be paid have due regard to any nomination by the Member in terms hereof.

13. TRUSTEES' DECISION FINAL

Subject to the provisions of the Act, if any doubt arises in any particular case as to which of these Rules shall apply in any particular case the decision of the Trustee shall be final.

14. TRUSTEE' DISCRETION RELATING TO OTHER CIRCUMSTANCES

In any event not provided for expressly in the Rules the appropriate share of the monies held under the Fund shall be held in trust by the Trustees for such of the Member or his Nominated Beneficiary(s) or his Dependants as the Trustees shall think fit according to the circumstances then applicable.

15. INCAPACITY OF NOMINATED BENEFICIARY

If a Member's Nominated Beneficiary(s) or any other person to whom payments are being made or to whom any Retirement benefit has become payable suffers from any physical or mental incapacity (as to which a certificate from a qualified Medical Practitioner to that effect may be accepted by the Trustees as conclusive evidence) or is a minor, the Trustees shall exercise their discretionary powers in determining the rightful beneficiary for the purpose of payment of medical benefits.

16. MEMBER'S RIGHT TO DOCUMENTS

Every Member shall have the right to inspect a copy of the Trust Deed and these Rules and any amendments thereto upon giving the Trustees reasonable notice of his wish to do so. Every Member shall have a right to obtain a copy or to inspect his own Member's Fund Account in the register and accounts of the whole Fund during usual business hours upon giving the Trustees reasonable notice of his wish to do so.

17. ALTERATIONS TO STATUTORY FUND

The Co-sponsors and the Trustees reserve the right to amend the terms of the Trust Deed and these Rules to take account of changes in statutory contributions under the Act.

18. HEADINGS

The headings in these Rules are for convenience of reference only and are not to be construed as part of the Rules.

[The execution page follows]

IN WITNESS WHEREOF the Common Seal of the Co-sponsors hereunto affixed and the Trustee have hereunto set their hands the date and year first hereinbefore written.

SEALED with the Common Seal of: -
CPF FINANCIAL SERVICES LIMITED

In the presence of: -

Director)

Director/Secretary)

SEALED with the Common Seal of: -
KENBRIGHT HOLDINGS LIMITED

In the presence of: -

Director)

Director/Secretary)

SIGNED by the Authorised Representatives of: -)
MTC TRUST & CORPORATE SERVICES LIMITED)
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In the presence of: -)
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Director)
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)
Director/Secretary)

SIGNED by the Authorised Representatives of: -
MTC TRUST & CORPORATE SERVICES LIMITED

In the presence of: -

Director
ABEL MUNDA

Director/Secretary
MADABHUSHTI SOUNDARARAJAN

Grace A. Andati
Advocate
P.O. Box 13790 - 00800
NAIROBI