SUSTAINABLE FINANCE CENTRE OF EXCELLENCE (SFCoE)

MEMBER ONBOARDING FORM & PARTICIPATION TERMS

This document contains the terms and conditions that apply to your onboarding and participation as a Member in the Sustainable Finance Centre of Excellence (SFCoE), an initiative of the Nairobi Securities Exchange PLC (NSE). These terms take effect on the date of acceptance. By engaging in any SFCoE activities or services, the Member shall be deemed to have accepted and agreed to abide by these terms and conditions.

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1. PURPOSE OF ENGAGEMENT

The Sustainable Finance Centre of Excellence (SFCoE) is a platform under the Nairobi Securities Exchange (NSE) PLC designed to support issuers, advisors, and other stakeholders involved in green, social, sustainability, and sustainability-linked finance. Through this onboarding form, the NSE agrees to consider the undersigned..... for participation in SFCoE's technical assistance, capacity building, and market linkage offerings.

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2. SCOPE OF SERVICES

The Member understands that participation in SFCoE services is not automatic and will be subject to eligibility screening and evaluation by the NSE. Access to services will be determined based on factors such as issuer readiness, alignment with sustainable finance objectives, and availability of resources. Technical assistance may include:

- Preliminary assessment of the Member's readiness to raise capital through the capital market.
- Advisory support on structuring green, social, and sustainability-linked instruments.
- Review of key documentation, including frameworks and disclosures.
- Introductions to licensed intermediaries and capital providers.
- Support in engaging verifiers, raters, or certifiers where relevant.
- Participation in targeted training or market awareness sessions.

Support may also include partial coverage of pre-issuance costs such as second-party opinions, verifiers, legal reviews, or documentation consultants, where funding is available.

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3. CONFIDENTIALITY

Both parties shall treat all non-public information disclosed during the engagement as confidential and shall not disclose such information without written consent unless required by law.

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4. INDEMNITY

The Member agrees to indemnify and hold harmless the NSE and its affiliates from any claims, liabilities, losses, or damages arising from the Member's actions or omissions in connection with their participation in SFCoE activities. This includes, but is not limited to, any breach of these terms or misuse of the support provided by the NSE.

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5. PUBLICITY

Members may not use the name, logo, or identity of the Sustainable Finance Centre of Excellence (SFCoE), its affiliation with the Nairobi Securities Exchange (NSE), or any associated programs for publicity, media, or marketing purposes without prior written consent from the SFCoE.

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6. DATA RETENTION

The SFCoE will retain Member data for the duration of the engagement and up to 7 years thereafter, or as required by applicable legal and regulatory requirements.

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7. OFFBOARDING AND CONTINUED MEMBERSHIP

Upon completion of technical assistance for a specific issuance cycle or in the event of a voluntary pause in engagement, an offboarding process may be undertaken to close out the active support phase. However, offboarding does not terminate overall membership in the SFCoE, and Members may remain part of the platform to access post issuance support, capacity building sessions, or future

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8. TERMINATION

NSE reserves the right to terminate this engagement at any time should the Member breach terms, fail to meet minimum expectations, or act in a manner that could damage the reputation of SFCoE or NSE. Termination shall be communicated in writing.

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9. RECOVERY OF COSTS FOR REDIRECTED TRANSACTIONS

Where the SFCoE has extended substantial technical assistance and market readiness support to a member in anticipation of a public capital markets transaction, and the Member subsequently chooses to pursue a private placement, the SFCoE reserves the right to seek reimbursement for the equivalent monetary value of services rendered. The valuation of such services shall be determined by the NSE SFCoE and communicated in writing to the Member.

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10. DISPUTE RESOLUTION

In the event of any dispute arising from these terms, parties agree to first attempt amicable resolution. If unresolved, the dispute shall be referred to arbitration under the rules of the Chartered Institute of Arbitrators (Kenya Chapter). The decision of the arbitrator shall be final and binding.

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11. GENERAL

Participation in SFCoE does not guarantee access to funding, investment, or listing. Access to such opportunities remains at the discretion of relevant providers and subject to fulfillment of necessary requirements. The SFCoE reserves the right to amend these terms from periodically, with any material updates communicated to Members in advance.

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12. ACCEPTANCE

By signing below, the Member acknowledges and confirms that they have read, understood, and agreed to the terms and conditions contained in this document

Member Name: _____

Organization: _____

Signature: _____

Date: _____