Received by NSD/FARA Registration Unit 04/26/2023 11:18:02 PM

OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Dr. David Matara Angwenyi

2. Registration Number
7212

3. Primary Address of Registrant
234 W Delaware Ave, Pennington, NJ 08534

4. Name of Foreign Principal
Kenya Commercial Bank

5. Address of Foreign Principal
P.O Box 48400
Nairobi, Nairobi
KENYA 00100

6. Country/Region Represented
KENYA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Banking and Financial Services

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
01/02/2023	David M Angwenyi	/s/David M Angwenyi

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Date	Printed Name	Signature
01/02/2023	DAVID M ANGWENYI	DMAngwenyi

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Appendix
Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: KCB Bank Kenya Limited, a limited liability company duly incorporated in the Republic of Kenya, provides services to Kenyan Diaspora Clients in the United States and other parts of the world.

Item 10(b) Owned: KCB Bank Kenya Limited, a limited liability company duly incorporated in the Republic of Kenya, provides services to Kenyan Diaspora Clients in the United States and other parts of the world.

Item 10(b) Directed: KCB Bank Kenya Limited, a limited liability company duly incorporated in the Republic of Kenya, provides services to Kenyan Diaspora Clients in the United States and other parts of the world.

Item 10(b) Controlled: KCB Bank Kenya Limited, a limited liability company duly incorporated in the Republic of Kenya, provides services to Kenyan Diaspora Clients in the United States and other parts of the world.

Item 10(b) Financed: KCB Bank Kenya Limited, a limited liability company duly incorporated in the Republic of Kenya, provides services to Kenyan Diaspora Clients in the United States and other parts of the world.

Item 10(b) Subsidized: KCB Bank Kenya Limited, a limited liability company duly incorporated in the Republic of Kenya, provides services to Kenyan Diaspora Clients in the United States and other parts of the world.

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Dr. David Matara Angwenyi	7212

3. Name of Foreign Principal
Kenya Commercial Bank

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 12/16/2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Agreement is to act as a Diaspora Sales Agent for KCB Bank Diaspora services for Kenyans in the Diaspora interested in obtaining KCB Bank Services to help them easily transact business in Kenya if they choose to invest there. The role of a sales agent is to ensure that KCB Bank products are easily accessible and also verify potential clients' documents which they submit to apply for services.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Promote, market, and solicit KCB Bank services for Diaspora Clients

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
01/02/2023	David M Angwenyi	/s/David M Angwenyi

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Date	Printed Name	Signature
01/02/2023	DAVID M ANGWENYI	DMAngwenyi

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third party overseas, the party shall procure the same written undertaking from such third party.

25.5 Each Party shall protect data in its control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorized or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the data, or other similar risks.

26. SURVIVAL OF PROVISIONS

The following provision of this Agreement shall survive the termination of this Agreement: Articles 7.3, 9, 10, 13.3 and 25 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by or on behalf of the Parties.

SIGNED BY: Amos Kimutai)
The duly authorized Attorney of)
KCB Bank Kenya Limited)
P/A No. _____)
In the presence of)
)
)
)
)
Name of Witness)

AMOS KIMUTAI
P/A No. 29 of 25/1/2018

KELVIN DANIEL OTIENO OKUTA
ADVOCATE
P.O. Box 20136 - 00100, NAIROBI
Tel: +254 724 749 177

27/12/22

Signed By: The Representative)
)
)
)
)
In the presence of)
)
)
Name & Signature of witness)

TIMOTHY D. BARTELS
Notary Public State of New Jersey
My Comm. Expires September 16, 2024
Commission # 50112861

12/23/2022

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KCB BANK

Kencom House,
Moi Avenue,
P.O. Box 48400 - 00100,
Nairobi, Kenya.
Tel: +254 20 3270000,
2852000, 252886/9
Mobile: +254 711012000/
734 108200

Thursday, December 01, 2022

David Matara Angwenyi,
305 DEER RUN CT PENNINGTON NJ 08534 1148 USA

RE: APPOINTMENT AS A DIASPORA BANKING SALES AGENT KEAGTUS00048

Dear David,

We make reference to the above subject and this is to confirm that you have been appointed to be in the bank's panel of pre-qualified diaspora banking sales agents.

This appointment is subject to the following terms and conditions: -

1.0. SCOPE OF WORK

The bank will engage the sales agents to offer the following services: -

a) Provide customer support in completion of account opening documentation & Collection of documents in relation to account opening,
b) Collection of documents in relation to loan application
c) Verification of the authenticity of all the documents submitted-certify as true copy of the original
d) For loan applications - confirm credit worthiness of the borrower through credit reference bureaus
e) Confirmation of the physical address of the borrower/depositor
f) Guiding the customers who are interested in securing mortgage facilities
g) Market KCB Diaspora Banking products to existing and new customers
h) Collect, record KYC information from the customer as provided in the Account Opening Form and authentication of account opening and loan application documents

Note:
The agents will be contracted on performance basis. The bank will conduct quarterly performance reviews for the selected agents

2.0. PRE-QUALIFICATION TERM

Your firm will be on the panel of pre-qualified mortgage sales agents for a period of Two (2) years from the date herein.

3.0. TERMS OF CONTRACT

The terms and conditions contained in this award letter are only the basic terms. The full terms and conditions are contained in the formal contract to be signed by both parties. The bank shall be engaging you on a contractual process that shall define details of delivery of service.

KCB Bank Kenya Limited
Directors: L. M. Njiru (Chairman); P. R. Russo; C. S. – National Treasury; S. K. Rono; Ms. N. Onyango; Mrs. C. Okongo; J. W. Muigai; Mrs. A. O. Eriksson; Ms. E. Nyala; S. Makome

www.kcbgroup.com

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KCB BANK

4.0. KEY CONTACT

For purposes of implementing and co-coordinating this contract, the key contact persons shall be KCB relationship manager, Mona Masite and Diaspora manager operations on the emails below.
cmona@kcbgroup.com
diasporabanking@kcbgroup.com

5.0. INVOICING AND PAYMENT

The bank will remunerate the agents as follows:-

Service/Transaction Type	Account Value	Agent's Commissions
Account Opening	USD 200.00	USD 30 or KES equivalent
Mortgage cross sale		1% of the Mortgage amount

Notes:

a) The Bank will pay to the Agent for every bank account successfully opened and funded by a customer through the Agent.
b) The Bank will pay the Agent for every successful loan application once the loan has been approved and funds disbursed.
c) The bank will impose withholding tax due on imported services as per KRA requirements.

6.0. ACCEPTANCE AND COMMITMENT

Please sign and stamp a copy of this letter in the space provided below and send back to KCB and as confirmation of acceptance of the award and terms by **15th December 2022** failure to which the award shall be deemed to have been declined and withdrawn by **KCB.**

Yours Faithfully,

ROSELYNE KYALO
AG. HEAD OF DIASPORA BANKING

CC.
Director, Retail Division

KCB Bank Kenya Limited
Directors: L. M. Njiru (Chairman); P. R. Russo; C. S. – National Treasury; S. K. Rono; Ms. N. Onyango; Mrs. C. Okongo; J. W. Muiqai; Mrs. A. O. Eriksson; Ms. E. Nyala; S. Makome
www.kcbgroup.com

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KCB BANK

Tender Award and terms accepted on and by:

Name: _____

Signature: _____

Contacts: _____Email:_____

Telephone Number: _____

Date: _____

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