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Introduction

This Membership Plan describes the membership opportunities in Kenya Diaspora Alliance (KDA). The KDA is a registered, not profit, non-partisan trust that seeks to locate, empower, connect and leverage Diaspora for their own good, as well as for the good of their families, associates, Kenya generally and host communities. At the time of registration (in 2014), KDA was a “Federation” of about forty (40) Diaspora organizations with a nominal membership of 250,000 Kenyans across the globe.

The categories of membership being offered and the privileges associated therewith are described hereinafter. A holder of a membership in KDA is herein referred to as a “Member.” A brief description of some of the current benefits, requirements and application process are described in greater detail.

The Membership Plan, KDA Rules and Regulations (the “Rules and Regulations”) and Membership Agreement (as defined hereinafter) set forth the rights, privileges and obligations of membership in the Trust. The KDA reserves the right to amend, modify or supplement the Membership Plan and Rules and Regulations in its discretion.

Membership Questions and Answers

All inquiries regarding membership in the Trust or the membership documents should be directed to membership@kenyadiasporalliance.org or the Membership Office at the Head Office or regional offices.

Corporate Website

The KDA’s official web site, [www.kenyadiasporalliance.org]¹ enables Members to obtain up-to-date KDA information. No person has been authorized to give any information or make any representations not contained in this Membership Plan and the other membership documents and, if given or made, such information must not be relied upon as having been authorized by the KDA leadership. In the event of a conflict between the terms of membership contained in the Membership Plan, Rules and Regulations and Membership Agreement with other printed materials, the Membership Plan, Rules and Regulations and Membership Agreement shall prevail.

Article 1 - Membership Terms and Conditions

Memberships will be offered to such individuals and entities as may be provided for in KDA’s constitution (trust deed). The Membership Committee shall in its discretion confer or decline membership, subject to the eligibility requirements specified hereinafter. Such a decision by the Membership Committee can be appealed to the KDA’s Board of Trustees (BoT) within ninety (90) days of such determination.

1.1 Eligibility

-) Memberships are available to individuals who are nationals, descendants or friends of Kenya, regardless of gender, ethnicity, age and domicile.

¹ Specific information can also be obtained at sites of KDA organs (www.thediasporaportal.com, www.diasporainvestmentclub.com, www.i-vote.net, or www.kdhc.co.ke), as well as sites of individual affiliate member organizations.

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-) Corporate Memberships are only available to *bona fide* legal business entities or legally registered associations.
-) Other than with respect to Corporate Memberships, memberships in the Trust will be issued in the name of one individual only.

1.2 Penalties [Rewards]

-) On advise of the Membership Committee, the Board shall issue from time to time Penalties and Rewards for errant as well as excelling members, respectively.

1.3 Membership Term and Renewal

-) The KDA's "Membership Year" will constitute the twelve month period commencing January 1 and ending December 31, unless otherwise established by the Trust from time to time.
-) The KDA's membership year constitute the twelve-month period under the annual plan, commencing on the date of acceptance of the Member's application for enrolment for each twelve-month period thereafter (the "Membership Term"). KDA reserves the right, at its sole discretion, to change the terms and conditions of this Agreement at any time, with or without notice to any Member.
-) Membership Fee is paid annually unless otherwise determined by the Company from time to time.

1.4 Responsibilities

-) Each Member shall be responsible for the payment of all charges and fees

Article 2 - Membership Structures and Categories

KDA currently offers memberships in the following categories. The benefits and privileges associated with these categories are more fully described in each of the membership category in the attachment. Privileges are subject to availability, compliance, and to the payment of applicable dues, minimums, fees and charges:

2.1 Individual

-) **Student**
-) **Associate**
-) **ordinary**
-) **life senior**
-) **fellow**
-) **Honorary**

2.2 Corporate

Corporate are open for businesses that are active in providing products or services to any or all industry sectors.

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-) Platinum
-) Gold
-) Diamond
-) Silver
-) Corporate membership benefits, rewards and privileges

2.3 Affiliate

-) Affiliate membership is open to all non-government organizations and networks, national or international in nature, whose primary mandate is directly related and/or complimentary to the aims and objectives of the KDA.
-) Annual Fee (to be determined)
-) Membership benefits, rewards and privileges

Article 3 - Membership Application Procedures

Each person or entity or organization who desires to become a Member of KDA shall mail or otherwise deliver to the Membership Committee, a fully completed and signed membership agreement (“Membership Agreement”) in the form provided by KDA together with the required Membership Fee. The required Membership Fee shall be set forth in each Member’s Membership Agreement.

This procedure may not necessarily apply to Honorary Members and Fellows. From time to time, the Board of Trustees in conjunction with the Membership Committee shall issues procedures for these high-level categories.

Article 4 - Review Process

- 4.1 All applicants desiring a membership must be approved by KDA Membership Committee. KDA Membership Committee may require an interview with the officials of the organizations or designees of the organization or company.
- 4.2 After receiving the Membership Agreement and any required items, KDA Membership Committee will, in KDA’s discretion, determine whether or not the applicant is accepted for membership.
- 4.3 The KDA shall have the right, in its discretion, to accept or reject any applicant for membership. KDA Membership Committee shall notify the applicant of acceptance or rejection by providing written notice to the applicant.
- 4.4 The KDA shall not be required to provide reasons for its decision to accept or reject an applicant for membership. The KDA Membership Committee may establish such order of priorities for consideration of applications and acceptance of applicants as it determines to be appropriate.
- 4.5 An applicant or member dissatisfied with a decision on rejection of admission of new membership

can appeal to the Board within sixty (60) days of such a decision being made. The decision of the Board will be final. In the event an applicant is not accepted for membership, he or she will receive a refund of any amount previously paid, without interest and the non-refundable fee for processing.

Article 5 - Membership Approval and Termination

5.1 Approval

-) Membership is granted by the decision of the KDA Membership Committee upon thorough review of information as requested on behalf of KDA as per article 4.

5.2 Termination

Membership can be terminated or suspended for the any of the following reasons:-

-) Violation of any of KDA's values and principals
-) Non-payment of annual fee
-) Misuse or misrepresentation of the KDA's image or false statement about membership
-) Persistent non-compliance with the requirements of membership laid out in the "Members' Rights and Responsibilities" letter.
-) Change of member's status as per article 8.
-) As per article 9, 10 and 11.
-) Declaring Bankruptcy.

Article 6 - Violation of Code of Conduct (Membership Misbehaviour)

A member who violates KDA's Code of Conduct may be called upon to answer for misconduct before a Disciplinary Committee.

Article 7 - Membership Fee Discount and Eligibility

- 7.1 Discount fees may be applicable in events held by KDA for members of the KDA affiliates or individual membership as described in the Membership Plan.
- 7.2 Entitled or permitted to use KDA membership for discounts offered by the KDA partners such as golf, sports, airlines tickets etc.
- 7.2 Members, together with their immediate family members, shall have such affiliate club privileges to KDA's discounts offered by its partners with respect to the arrangements and terms of conditions set out in the agreement between KDA and the affiliate or partner organization.

Article 8 - Membership Transfer, Promotion and Demotion

8.1 Membership Legacy Transfer

-) A Member can arrange for the transfer of the membership during the Member's lifetime to a permitted transferee, as further described in this Membership Plan.
-) Transfer from affiliate to corporate or vice versa – membership may transfer from affiliate to corporate or from corporate to affiliate subject to the payment of applicable exchange and transfer fees. The exchange fee, if any, is the difference between the membership fee for the desired membership to which the Member is transferring and the Membership Fee then charged for the membership at the time of the transfer.

8.2 Membership Promotion

-) Individual Members may upgrade to a higher category of membership for which they are eligible, upon written request to the KDA Membership Committee.
-) In order to upgrade, the Member shall pay to the KDA the difference between the Membership Fee then charged for the higher category of membership and the Membership Fee charged at the time of the upgrade for the current membership, as well as any transfer charges that may be prescribed.
-) The KDA shall issue to the Member the membership in the higher category and the current membership shall be deemed to have been resigned.
-) The Member shall execute and deliver such documents as KDA shall require in connection with the upgrade.

8.2 Membership Demotion

-) Individual Members are able to downgrade membership status upon written request to the Membership Committee, which request can be granted or denied in KDA's discretion.
-) The Member can re-apply to upgrade his or her Membership status at the end of each one year period.
-) No portion of the Membership Fee paid by the Member is refundable based on a downgrade.
-) Notwithstanding downgrade, the Member is obligated to continue to make any instalment payments in respect of the Membership Fee that come due during the downgrade period pursuant to the agreed upon payment schedule.

-) Corporate and affiliate Members are not eligible for membership downgrade.

Article 9 - Resignation and Refunds

Members have the right to resign their membership at any time, in which case their member benefits are revoked. Unused portions of the annual fees paid may be refunded. However, membership, registration or joining fee is non-refundable.

- 9.1** Should a Member desire to resign from KDA, the Member shall be required to give 30 days' prior written notice to the Membership Committee. Resignation of a Member is irrevocable, unless the member reapplies / otherwise determined by KDA.
- 9.2** No resignation shall become effective unless and until all amounts owed to KDA have been paid in full.
- 9.3** Members have a right to cancel membership. However, cancellation of membership means that you can no longer use KDA benefits, which active members are entitled to.

Article 10 - Death

10.1 Inheritability.

-) Upon the death of a Member, the membership can be transferred to the surviving spouse, if any, or to another permitted transferee, as further described below.
-) If there is no surviving spouse, or the surviving spouse does not desire to continue the membership privileges, the membership can be transferred to an adult child or adult grandchild of the deceased Member, who is approved for membership. If there is no surviving spouse or other permitted transferee who desires to continue the membership privileges or who is approved for membership as aforesaid, the membership will be deemed to have been resigned.

Article 11 - Conviction and Declaration of Bankruptcy of a Member

KDA's Membership Committee will undertake its own independent determination of the case. Except in extreme cases where the Committee is convinced there is vagrant unjust victimization of the Member, he or she shall lose membership and accruing benefits. No fees shall be refunded.

The determination of the Membership Committee can be appealed to the Board of Trustees by the affected Member or any other Member.

Article 12 - Families of the KDA Members

Immediate Families of KDA Members can enjoy certain privileges a member is entitled to as will be prescribed from time to time by the Membership Committee.

Article 13 - Rights Governed by Membership Documents

13.1 By applying for membership, each applicant who is accepted for membership agrees to be bound by and comply fully with all of the terms and conditions of the Membership Plan and Rules and Regulations, as may be amended, modified or supplemented from time to time, and irrevocably agrees to fully substitute the membership privileges acquired pursuant thereto for any present or prior rights in or use of rewards from KDA partners.

13.2 By becoming a member of the KDA, the person shall have acknowledged that the rights acquired by such Member in accordance with this Membership Plan and the Rules and Regulations, as the same may be amended, modified or supplemented from time to time, so long as he or she remains a member of the KDA.

Article 14 - Protection of Membership Privileges

A Member shall not be denied any of the privileges he or she is entitled to without good cause. Where a Member feels unjustly aggrieved, appeal will be launched with the Board of Trustees for determination, which shall be final.

Article 15 - Membership Retention Strategies and Feedback

The Membership Committee, in collaboration with the organ that shall be entrusted with KDA's mobilization, engagement and communication strategy shall evolve Membership Retention Strategies and Feedback Mechanisms.

Article 16 - Strategy to Identify, Locate, Recruit, Retain and Mobilize Members

The Membership Committee, in collaboration with the organ that shall be entrusted with KDA's mobilization, engagement and communication strategy shall evolve Strategies to identify, locate, recruit, retain and mobilize membership.

Article 17 - Recruitment Plan with Timelines and Role Assignments

The Membership Committee shall evolve annual (and any other periodic) recruitment plans, with clear timelines and role assignments.

Article 18 - Eligibility for Executive Team

Only bona fide, fully paid up Members shall be eligible for election or nomination to the Executive Team, especially the Board of Trustees and the Membership Committee.

Article 19 - Management and Operations (Roles and Responsibilities)

The Membership Committee shall prescribe its own rules and procedures, which shall not contravene any KDA statutes. It may at its discretion establish Sub-Committees to perform specific assignments, and task specific Committee Members with agreed deliverables.

Article 20 - KDA's Discretion

KDA retains the right to issue or decline membership as prescribed herein. These Membership Rules & Guidelines/Membership Plan can be amended at any time by the Board of Trustees, provided the changes effected can only take effect at the beginning of the subsequent year.

Article 21 - Tax Implication

- 21.1 Membership is subject to all applicable tax laws. Therefore, members should consult with their own tax advisors at their country of residence with respect to the tax consequences of any Membership Fees.
- 21.2 As responsible citizens who believe in good governance and the rule of law, KDA Members are encouraged to comply with all prescribed tax regulations and guidelines, including those by the Government of Kenya.
- 21.3 KDA shall make use of its partnerships with concerned government in Kenya and at countries of domicile to ensure that Double Taxation Agreements are entered and/or implemented to avoid any unfair double taxation of its members.