



Sbg Securities

Uganda Limited

A member of Standard Bank Group

**SBGS UMBRELLA UNIT TRUST
FUND SIGN UP FORM - RETAIL**

JUNIOR

INDIVIDUAL

JOINT

KYC CODE:

SCD NO:

ACCOUNT CONTACT DETAILS

Account Holder 1		Account Holder 2 (For Joint Account)
Title		
Full Name(s)		
ID/Passport No.		
Nationality		
Date of Birth		
Residence Address		
Country of Residence		
Telephone No.		
Alternative Telephone No		
Email Address		

NEXT OF KIN DETAILS

	Next of Kin/Contact person for Account Holder 1	Next of Kin/Contact person for Account Holder 2 (For Joint Account)
Full Name(s)		
ID/Passport No. & Nationality		
Relationship		
Telephone Number(s)		

BANK ACCOUNT DETAILS

Account Name: _____

Account No: _____

Bank: _____

Branch: _____

Currency: _____

Swift Code: _____

Sort Code/Routing Number/SWIFT Number/IBAN Number: _____

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) – USA CITIZENS

Country(ies) of Citizenship: _____

Country(ies) of Tax Residence: _____

Tax Identification Number: _____

Country of Birth: _____

Sort Code/Routing Number/SWIFT Number/IBAN Number: _____

Country(ies) of Legal Residence: _____

INVESTMENT FUNDING (TICK WHERE APPROPRIATE)

I will pay for my initial investment through:

- Income from employment
- Income from business
- Savings
- Sale of property/assets
- Other (please specify): _____

My average monthly income

- Below UGX 10M
- Between UGX 10M-100M
- UGX 100M and above

CLIENT'S OCCUPATION & EMPLOYER DETAILS

Occupation

- Salaried
- Self Employed
- Student

Employment Terms

- Permanent
- Contract

Name of Employer: _____

Nature of Business: _____

Address of Employer/ Address: _____

RISK PROFILE

Investment Objective - tick where appropriate

- Income - seeking to earn income through holding of income yielding
- Growth - seeking to achieve growth of capital through investment in securities
- Short term growth - short term trading to capitalize on market
- Speculation - aggressive investments that assume above-average market risk to achieve
- Others _____

SIGNING MANDATE (Applicable For Joint Accounts)

- Only one to sign Either to sign Jointly Others (please specify)

SELECTION OF FUNDS

Fund	Features	Risk Profile	Fee Structure	Investment Amount
SBGS Money Market Fund	This Fund aims to provide investors with a high level of current income compared to what they would otherwise get on money market instruments of similar duration. This is achieved by optimizing investments across high quality instruments while ensuring preservation of capital.	Low Risk	Initial Fee: 0% Annual Management Fee: 2%	Ugx _____
SBGS Balanced Fund	This Fund aims to achieve a reasonable level of long-term capital growth to investor. The fund's portfolio is well balanced by investing in a diversified spread of equities and fixed income securities.	Medium Risk	Initial Fee: 0% Annual Management Fee: 2%	Ugx _____
SBGS Bond Fund	This Fund aims at providing investors with a high level of income by optimizing across a range of high-quality long-term government and corporate debt while minimizing the investors' risk.	Medium Risk	Initial Fee: 0% Annual Management Fee: 2%	Ugx _____

EMAIL INDEMNITY

The client does authorize, within the framework of functioning of the investment accounts that, email/online/fax instructions (if opted for) will be acted upon without any other written confirmation. SBG Securities Limited is not liable of any incident that might arise upon execution of such orders.

That the client acknowledges that they are fully aware and cognizant of the various risk's inherent and associated with communicating instructions by facsimile transmission and email and various fraudulent activities arising from and out of such transmissions are fully prepared to accept such risks and that it is not in the interest of SBG Securities Limited to assume such risks which have far-reaching

DECLARATION

I/We the undersigned confirm that I/ we have read the terms and conditions and verify that the information provided above is true and that the specimen signatures below will be used for any transactions with SBG Securities Uganda Ltd.

I/We declare that the source of funds indicated above do not arise out of money laundering or illicit activities.

SIGNATORIES

First Signatory

Name:

Date:

Signature:

Second Signatory

Name:

Date:

Signature:

General Terms and Conditions

The relationship between the Client and SBG SECURITIES UGANDA LIMITED "SBGS" shall be governed by the Laws of Uganda, and in particular, the Directives, Rules and Regulations of the Capital Markets Authority, Uganda Securities Exchange & Depository. All agreements between the Client and SBGGS shall be made in accordance with the Laws of Uganda.,

1. Interpretation

- a) The clause headings in this agreement have been inserted for purposes of convenience only

Definitions; In this Agreement, the following expressions shall, unless the context otherwise requires, have the meanings hereby assigned to them:

- a) **"Investment Account(s)"** means an account opened in the name of the Client (hereinafter defined) with SBG SECURITIES UGANDA LIMITED (hereinafter defined) for purposes of transacting in various Investments (hereinafter defined)
- b) **"Client"** means an individual(s), company, sole proprietorship, partnership, NGO, CBO, Investment

<p>and shall not be taken into account in its interpretation.</p> <p>b) Any reference to any statute, enactment or by-law shall be a reference to that statute, enactment or by-law as at the signature date and thereafter as may be amended from time to time.</p> <p>c) Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders.</p> <p>d) Where an obligation is undertaken by two or more persons jointly, they are to be jointly and severally liable in respect of that obligation. Any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.</p> <p>Client's Instruction (s), Authorisation and Acknowledgements</p> <p>a) The Client hereby authorises SBGS to comply with all Instruction(s) given in respect of the Investment Account as Instruction(s) properly authorised by the Client even if they may conflict with any other mandate given at any time concerning the Client's Investment Account/ or Investments.</p> <p>b) The Client agrees that such Instruction(s) shall be binding on the Client upon transmission to SBGS and the Instructions cannot be changed or withdrawn without SBG SECURITIES UGANDA LIMITED 's consent and that SBGS is not obliged to check further on the authenticity of such Instruction(s), provided they are issued in the agreed manner of issuing instructions to SBGS.</p> <p>c) The Client agrees that he shall check the progress of all orders placed by him to SBGS and further that he shall renew all orders that have not been executed. SBGS shall not be liable for any direct or indirect damage or loss that may arise in respect of unexecuted orders.</p> <p>d) SBGS may upon giving reasonable prior written notice to the Client refuse to act upon the instructions, if the Instructions are not clear; if SBGS has reason to believe that the Instructions did not originate from the Client; the Instructions have not been given in accordance with the Mandate; and SBGS believes that in carrying out the Instructions, a law, regulation, code or other duty or obligation which SBGS is required to comply with may be breached.</p> <p>e) SBGS shall in no way be liable for any loss, damage, cost or expense in respect of any order, communication or instruction from the Client which has not been given through its online platforms, facsimile transmission, e-mail, bloomberg, post or letter. SBGS shall not accept and act in accordance with any order, communication or instruction which has not been given in writing by the client.</p> <p>Advise</p>	<p>Club or institution that holds an investment account(s) with SBG SECURITIES UGANDA LIMITED.</p> <p>c) "Application Form" means the form to be duly filled out and executed by the Client requesting SBG SECURITIES UGANDA LIMITED to open an Investment Account and setting out its Mandate to SBG SECURITIES UGANDA LIMITED.</p> <p>d) "Authorised Signatory" means the Client or in relation to the Client any person(s) authorised, as notified by the Client in writing to SBG SECURITIES UGANDA LIMITED to operate the Investment Account in accordance with the Mandate. Reference to Authorised Signatory shall include any duly appointed Attorney of the Client.</p> <p>e) "Attorney" means, a person(s) appointed under a Power of Attorney and introduced to SBG SECURITIES UGANDA LIMITED by the client to operate the Client's Investment Account.</p> <p>f) "CMA" means The Capital Markets Authority which is a statutory agency charged with the prime responsibility of regulating and developing efficient capital markets in Uganda.</p> <p>g) "USE" means The Uganda Securities Exchange where exchange of securities issued by publicly quoted companies and the government is done.</p> <p>h) "CDS" means Central Depository System which is a computer system that facilitates holding of securities in electronic accounts.</p> <p>i) "Business Day" means any day which is not an official public holiday, Saturday or Sunday and if any such day is not a Business Day, then the next Business Day is immediately succeeding that day.</p> <p>j) "SBGS" means SBG SECURITIES UGANDA LIMITED of Plot 7, Hannington Road, Crested Towers, Block D, Ground Floor Kampala.</p> <p>k) "Instructions" means, including but not limited to, a request by the Client, Authorised Signatory and or Attorney to SBGS to make any purchase and or sell on his/her behalf various Investments into or from the Investment Account, or to make payments or transfers out of the Investment Account or to provide any ancillary service(s) thereto. The Client authorises SBGS to accept Instructions in relation to the Investment Account communicated by the Client and or any of the Authorised Signatories through its online platforms, the facsimile transmission, e-mail, bloomberg, post or letter.</p> <p>l) "Investments" means products and services offered by SBGS as a duly certified and authorised investment bank which products and services include but are not limited to stock broking, unit trust, umbrella funds and advisory</p> <p>m) "Mandate" means the authority given by the Client to SBGS to operate the Investment Account as set out in the Application Form.</p> <p>n) "Specific Terms and Conditions" means the terms and conditions that may be published by SBGS from time to time in relation to a specific product and/or service (or otherwise) provided by SBGS.</p> <p>o) "Related Party or Issuer" means a party related to SBGS through the ownership of or direction or control over voting securities or the parent company of SBGS, or where SBGS exercises</p>
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<p>a) The Client acknowledges that SBGS makes no representation as to the success of any investment strategy or security recommended or selected by SBGS to or for the Client and SBGS, its officers, directors or employees shall not be liable to the Client for any error in judgment or any act or omission to act, provided that SBGS, its officers, directors and employees shall at all times act in good faith.</p> <p>b) By reason of SBGS' activities and other activities of its affiliates, SBGS may acquire confidential information or be restricted from initiating transactions in certain securities. The Client acknowledges and agrees that SBGS will not be free to divulge to the Client, or to act upon, any such confidential information with respect to SBGS' performance of this Agreement and that, due to such restrictions, SBGS may not initiate a transaction SBGS otherwise might have initiated. The Client further acknowledges and agrees that all information and advice furnished by either party to this Agreement to the other shall be treated as confidential and shall not be disclosed to third parties except with the prior written consent of the other party or as otherwise required by applicable law.</p> <p>Fees and Charges SBGS is entitled to be paid by the Client and shall debit the Client with</p> <p>a) An Annual Management Fee of 2% on unit trust funds is charged</p> <p>b) Other charges and expenses: All other proper expenses and charges including but not limited to, taxes, duties, impositions and expenses incurred in complying with the Client's requests or in maintaining the Investment account. The exact quantification of these charges shall be clearly provided for in the execution instructions.</p> <p>Acknowledgement of Risk</p> <p>a) The Client acknowledges and accepts that there are risks inherent in and associated with the Investments which may result in significant losses.</p> <p>b) The Client acknowledges and undertakes to obtain independent professional advice that they can consider necessary in respect of the risks involved.</p> <p>c) The Client acknowledges that there are no guarantees of profit or freedom from losses and acknowledges that they have not received any such guarantee from SBGS, its agents, employees or representatives and that the instructions has not been given in consideration of or in reliance upon any such guarantee or similar representation.</p> <p>d) Except to the extent caused by the negligence, wilful default or fraud by SBGS, the Client agrees not to hold SBGS responsible for any losses incurred by following its investment</p>	<p>controlling influence over that party or that party exercises a controlling influence over SBGS.</p> <p>p) "Personal Information" means, including but not limited to account number, Name, Physical Address, Email Address, Telephone Number, Date of Birth</p> <p>Conflicts of Interest SBGS may deal in securities in a related party or issuer provided the terms are reasonably comparable to that generally available elsewhere and the transaction is judged by SBGS to be appropriate in relation to the portfolio.</p> <p>Representations and Warranties The client represents and warrants that:</p> <p>a) All the information given in the Application Form and any other documents provided to SBGS are as far as the Client is aware, authentic, true and accurate in all material respects and shall continue to be true and accurate during the continuance of the Client's relationship with SBGS and the Client acknowledges that SBGS may reasonably require any other receipt, evidence, document or written confirmation to satisfy SBGS that any statutory or regulatory requirement has been satisfied.</p> <p>b) These Terms and Conditions and any other documents provided by the Client to SBGS, once executed by the Client constitute valid and legally binding obligations enforceable in accordance with its terms.</p> <p>Variation & Amendments Any addition or alteration of these Terms & Conditions made from time to time by SBGS of which notice has been given to the Client shall be binding upon the client as fully as if the same were contained in these Terms & Conditions.</p> <p>Exclusion of Liability SBGS shall not be liable to the Client for any loss or damage (whether consequential or otherwise) in respect of:</p> <p>a) any act or omission including any breach of its obligations under these Terms and Conditions caused by an unforeseeable circumstance beyond SBGS' reasonable control ("Force Majeure") including but not limited to a pandemic/epidemic, fire, strike, insurrection or riot, floods, embargo, theft or burglary, communication failure, inordinate delays in transmission of communication or transportation, terrorism, war, government lockdowns/restrictions or the requirements of any civil or military authority.</p> <p>b) the failure or non-performance of any information technology software or hardware package which shall have occurred directly or indirectly as a result of any adverse power fluctuation or damage resulting from fire, water, accidents, spillage of fluids, connection to improper power supplies, faulty or incorrect electrical wiring or connection.</p> <p>c) The validity, authenticity, regularity or value of any documents relating to the Investments.</p>
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recommendations or those of its employees, agents and or representatives.

- e) The Client acknowledges that SBGS' affiliates, officers, directors, employees and or agents may engage in transactions or cause to advise other Clients to engage in transactions which may differ from or be identical to the transactions engaged in by SBGS on behalf of the Client.
- f) The Client acknowledges that in giving Instruction(s) to SBGS they do so in reliance of their own judgment and SBGS does not owe the Client any duty to exercise judgment on their behalf as to the merits or suitability of the transaction as instructed.
- g) Save to the extent caused by the negligence, wilful default or fraud of SBGS, SBGS shall not be liable to the Client in any way whatsoever in respect of any such advice given or opinion expressed.

Disclosure of Information and Confidentiality

SBGS will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts nor your name and address will be disclosed to anyone except to the following classes of people or in the following exceptional circumstances:

- a) to the Standard Bank Group our parent company and any other member of the Standard Bank Group in any jurisdiction ("permitted parties")
- b) where SBGS is legally compelled to do so under any Uganda or any foreign laws as may be applicable from time to time (including without limitation, the United States' Foreign Account Tax Compliance Act (FATCA) or such similar law in any relevant jurisdiction, any anti-money laundering legislation and any data protection legislation).
- c) our and the permitted parties' professional advisers, service providers or independent contractors to, or agents of, the permitted parties, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to us or the permitted parties.
- d) any actual or potential participant (a party which desires to enter into a contract with us which might affect your rights under our brokerage agreement), or assignee (a person to whom any of our rights or obligations under this agreement are legally transferred), or any officer, employee, agent or adviser of any of them.
- e) any credit bureau or credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, of any permitted parties.

Permission to Process Personal Information

a) You consent to us collecting your personal information from you and where lawful and reasonable, from public sources for credit, fraud, and compliance purposes as well as the purposes set below:

b) If you give us personal information about or on behalf of another person, you confirm that you are authorised to consent on their behalf to give and process their personal information where the products and services are provided and to generally act on their behalf

c) You consent to us processing your personal information with third parties and to ask all parties that receive your personal to agree to our privacy policies.

d) As part of our services we would like to give you information about products and services offered by the group. The group means Standard Bank Group Limited. As your personal is confidential we need your consent to share it within the group for the purposes indicated below:

Share my personal information within the Group for marketing purposes of products, services and special offers to me	Yes <input type="checkbox"/> No <input type="checkbox"/>
Communicate other companies' products, services and special offers to me. If I respond positively to the communication, the company may contact me	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contact me for research purposes. (The research companies we use follow strict codes of conduct and treat customer information confidentially)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Market your product, services and special offers to me	Yes <input type="checkbox"/> No <input type="checkbox"/>

Sanctions

a) You undertake to immediately notify SBGS upon becoming the subject of sanctions investigation whereupon SBGS maintains the right to terminate the relationship should you become the subject of sanctions under a regulatory body duly authorised to issue such sanctions including; the government of Uganda, Her Majesty's Treasury of the United Kingdom (HMT), the Office of Foreign Assets Control of the Department of Treasury of the United States

<p>f) any financial institution which you have or may have dealings for the purpose of conducting credit checks.</p> <p>g) any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the permitted parties.</p> <p>h) any regulator or tax authority where necessary to establish any tax liabilities in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise.</p> <p>i) a merchant or a member of a card association where the disclosure is in connection with use of a card.</p> <p>j) where the disclosure is made at your request or with your written consent where it is in the public interest to disclose anyone we consider necessary in order to provide you with services in connection with an account, whether they are located in or outside Uganda where it is in SBGS' interest to disclose: By completing and signing the form, you acknowledge and agree to our collection, use and sharing of your personal information for the above purposes. You also agree that a disclosure of information by SBGS in the circumstances contemplated by this clause does not violate any duty owed to you in law or pursuant to any agreement between you and SBGS or in the ordinary course of brokerage business and the customs, usage, practice related to the brokerage business.</p> <p>Security Identification</p> <p>a) In order to use our online service, the Client must have a Login ID issued by SBGS to enable him access the Account. For joint and Corporate Accounts, SBGS shall provide the Login ID to the Nominee only.</p> <p>b) The Client is solely responsible for the confidentiality and use of the Login ID and will notify SBGS immediately if he becomes aware of any loss or theft or unauthorized use of the Login ID or any part thereof. After such notification SBGS shall as soon as reasonably possible disable access to the Client's Account for such Login ID and shall issue a replacement Login ID accordingly.</p> <p>c) SBGS is entitled to assume that any instruction received via online Account containing the client's Login ID originates from the Client and that such instruction is a valid instruction. SBGS is not obliged to inquire into the validity of any such instruction received.</p> <p>d) SBGS deems that the person using a Login ID or any part of it when giving instructions is the person to whom the Login ID is assigned to and shall not bear any liability in the event of misrepresentation</p> <p>General</p>	<p>of America ("OFAC"), the United Nations Security Council ("UNSC"), the European Union's Common Foreign and Security Policy (EU) and the French Ministry of Economic, Finance and Industry.</p> <p>b) You hereby indemnify SBGS against any actions, proceedings, claims and/or demands that may be brought against the SBGS, as well as losses, damages, costs and expenses which I may incur in connection with the seizure, blocking, withholding of any funds by the competent Authority.</p> <p>c) You undertake that; You will not use (or otherwise make available) the investments/facilities on this account (s)for the purpose of financing, directly or indirectly, the activities of any person which is Sanctioned; You will not contribute or otherwise make available, directly or indirectly, the investments/facilities on this account(s) to any other person or entity if such party uses or intends to use such investments/facilities for the of financing the activities of any person or entity which is subject to any Sanctions; I am not involved in any illegal or terrorist activities currently or in the foreseeable future the subject of any sanction investigation and shall notify SBGS if my customer/parent/shareholder/surety and/or grantor becomes the subject of a sanctions investigation.</p> <p>d) SBGS reserves the right to reject an account if found on the sanction list.</p> <p>Foreign Account Tax Compliance Act (FATCA)</p> <p>We are obliged to comply with the current FATCA statute and any subsequent amends to the statute. For us to fully comply, we may request you to provide us with more information as prescribed by the FATCA regulations at any time and this information may be shared with the United States-Internal Revenue Services Office. By accepting to open the account, you consent to provide us with the necessary information should we request you to.</p> <p>Indemnity</p> <p>Save to the extent caused by the gross negligence, wilful default or fraud of SBGS, the Client hereby indemnifies SBG SECURITIES UGANDA LIMITED, for any direct losses or damages suffered by SBGS as a result of:</p> <p>a) Any incorrect information provided by the Client or any other person at the Client's request; or</p> <p>b) Any transaction or activity, being a direct result of the Instructions given by the Client, found to be or suspected to be illegal, fraudulent or of suspicious nature.</p> <p>c) As a result of forgery perpetrated by an employee, servant, agent, contractor or subcontractor of the Client.</p> <p>Severability of Terms</p> <p>a) Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable, the same will be treated as severed but the validity, legality</p>
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<p>a) No indulgence by either party in respect of any of its rights hereunder will operate as a waiver of that party's rights.</p> <p>b) The Client acknowledges that no representations or inducements to enter into these Terms and Conditions have been made whether orally or otherwise by SBGS other than those specifically referred to herein.</p> <p>c) We may check by reference to third parties the correctness of details given in this account opening form.</p> <p>d) You may not transfer the account into the name of another person.</p> <p>e) We may choose to send any non-legal notice through addresses which you give when you apply for an account. These notices will be treated as having been received by you, unless the contrary is proved:</p> <ul style="list-style-type: none"> • Within seven days by post • Within one day by email <p>f) You must notify us immediately if you are placed under any other form of insolvency or legal disability.</p> <p>g) You consent to SBGS carrying out identity and fraud prevention checks and sharing the information relating to this application with the Fraud Prevention Agencies</p> <p>h) You must notify SBGS immediately of any change in any of the details you provided us when you opened the account</p> <p>i) Your information, including your personal information, telephone conversations with our customer or inquiries service and your transactions will be recorded and stored for record keeping purposes for 10 years. We are obliged by law to regularly update your personal details such as physical or residential address and contact information. We may contact you from time to time to do this.</p> <p>j) You acknowledge and agree that the Terms will be treated for all purposes as having been entered into – in Uganda and any breach of these Terms will be treated as having taken place in Uganda.</p>	<p>and enforceability of the remaining provisions shall not in any way be affected or impaired.</p> <p>Queries & Complaints</p> <p>a) Customer Service Queries: You can contact our Customer Service team to log a query by visiting our website on www.sbgsecurities.co.ug or send all queries to sbginvest@stanbic.com or contact our contact centre on 0312 224 972</p> <p>b) Complaints: Should the you need to lodge a complaint with SBG Securities Uganda Ltd regarding the services being provided, you can log on to www.sbgsecurities.co.ug to submit a complaint or alternatively send complaints to sbginvest@stanbic.com</p>
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FOR SBGS USE ONLY (OFFICIAL)	
Witnessed & Verified By	Authorized By
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Date:	Date:

KYC DOCUMENT CHECKLIST

CATEGORY-TICK	DOCUMENT TYPE	TICK
Resident Ugandans/Refuges	Valid National ID/Refuge Card	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Passport size photo	Yes <input type="checkbox"/> No <input type="checkbox"/>
Non-Resident Ugandans	National ID/Passport & Resident Permit	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Passport size photo	Yes <input type="checkbox"/> No <input type="checkbox"/>
East Africans	National ID/Passport	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Passport size photo	Yes <input type="checkbox"/> No <input type="checkbox"/>
Foreigners	Passport	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Passport size photo	Yes <input type="checkbox"/> No <input type="checkbox"/>
Junior Accounts	Parents ID & Birth certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Passport size photo	Yes <input type="checkbox"/> No <input type="checkbox"/>