



# Unit Trust Account Update Form

Investment Account Name:

Investment Account Number:

**Required updates/Amendments (Please fill in the section where you would like us to make changes)**

## 1. Joint Holder Investor Details

Title:  Surname:

Other Names:

Gender: Male  Female

Date of Birth:  ID / Passport No:

Nationality:  Tax Identification No. (TIN):

Country of Residence:  Residence Address:

Telephone No:  Email Address:

Occupation Status

Employed:  Self-employed:  Student:

Retired:

If employed, State:

Name and address of Employer:

Nature of Business:

Source of funds

Salary:  Average monthly income (Where applicable, please use the prevailing exchange rate for USD):

Savings:  Others:  Expected investment frequency:

Marital Status:

Single  Married  Divorced  Others

## 2. Next of Kin Details

Contact Person (1):

Tel No:

Relationship:

Address:

Contact Person (2):

Tel No:

Relationship:

Address:

## 3. Source of funds

Average Monthly Income (Where applicable, please use the prevailing exchange rate for USD):

Salary:	<input type="text"/>	Below UGX 10M
Savings:	<input type="text"/>	Between UGX 10M-100M
Sale of Property:	<input type="text"/>	UGX 100M and Above
Others (Specify):	<input type="text"/>	

Expected Investment Frequency

Daily  Weekly  Monthly  Yearly

## 4. Employment details

Name and address of Employer:

Nature of Business:

## 5. Selection of Funds

### a) SBGS USD FUND

The Fund aims at providing investors with total return through investing in interest bearing securities such as debt securities, fixed deposit instruments or near cash and cash holdings and offshore investments denominated in US Dollars (USD). This diversified strategy helps manage risk while targeting consistent returns.

Risk Profile: The fund is medium risk

Fees Structure: Initial Fee - 0% Annual Management Fee -1.5%

Amount: USD

### Client USD Bank Information

Account Name:

Account Number:

Bank Name:

Branch:

### b) 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 instrument of similar duration.

This is achieved by optimising investments across high quality instruments while ensuring preservation of capital

Risk Profile - The fund is low risk

Fees Structure – Initial Fee - 0% Annual Management Fee - 2%

Amount: UGX

### c) SBGS Bond Fund

This fund aims at providing investors with a high level of income by optimising across a range of high-quality long-term government and corporate debt while minimising the investor's risk

Risk Profile - The fund is medium risk

Fees Structure – Initial Fee - 0% Annual Management Fee - 2%

Amount: UGX

### d) 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.

Risk Profile: The fund is medium risk

Fee structure: - Initial fee- 0% Annual Management Fee – 2%

Amount: UGX

### Client Bank Information

Account Name:

Account Number:

Bank Name:

Branch:

## 6. Investment Fund Account Details

Fund Account Name	Bank Details – Stanbic Bank Uganda Ltd
KCB ITF SBG Securities Money Market Fund Inflow Account	9030020680163
KCB ITF SBG Securities Bond Fund Inflow Account	9030020681895
KCB ITF Sbg Securities Balanced Fund Inflow Account	9030020680708
KCB ITF SBG Securities USD Fund Inflow Account	9030027320049

## 7. General Terms & Conditions

The relationship between the Client and SBG Securities Uganda Limited "SBGS" shall be governed by the Laws of Uganda, and the Directives, Rules and Regulations of the Capital Markets Authority. All agreements between the Client and SBGS shall be made in accordance with the Laws of Uganda.

### Interpretation

- The clause headings in this agreement have been inserted for purposes of convenience only and shall not be considered in its interpretation.
- Any reference to any statute, enactment or bylaw 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.
- Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders.
- 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.

### Definitions

The following expressions shall, unless the context otherwise requires, have the meanings hereby assigned to them as follows:

- "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).
- "Client" means an individual(s), company, sole proprietorship, partnership, NGO, CBO, Investment Club, or institution that holds an investment account(s) with SBG SECURITIES UGANDA LIMITED.
- "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.
- "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.
- "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.

- "CMA" means The Capital Markets Authority.
- "USE" means The Uganda Securities Exchange.
- "Business Day" means Monday – Friday. This excludes the days recognized as official public holidays in Uganda.
- "Instructions" means a request by the Client, Authorised Signatory and or Attorney to SBGS to execute investment actions 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, email, or letter.
- "Investments" means products and services offered by SBGS as a licensed unit trust manager.
- "Mandate" means the authority given by the Client to SBGS to operate the Investment Account as set out in the Application/account opening Form.
- "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.
- "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 controlling influence over that party or that party exercises a controlling influence over SBGS.
- "Personal Information" means, including but not limited to Account Number, Name, Physical Address, Email Address, Telephone Number, and Date of Birth or anything that can be used to identify an individual.
- Personal Information" means, including but not limited to Account Number, Name, Physical Address, Email Address, Telephone Number, and Date of Birth or anything that can be used to identify an individual.
- Unit Trust Fund" means an investment product that allows many different investors to pool their money together, generating a large pool of funds managed by a professional fund manager(s).
- Net Asset Value (NAV): prices are calculated on a nav basis, which is the total value of all assets in the portfolio including any income accrual and less any permissible deductions as defined in the prospectus divided by the number of units in issue.  
Permissible deductions include brokerage, auditor's fees, bank charges, trustee fees, administrative expenses for AGM and the service charge

- levied by the manager.
- r. Offer Price is the price at which investors can buy units. This is the price which shall be used for new deposits.
- s. Bid Price - the price at which investors can sell their units. The bid price shows the price at which redemptions will be done. This also shows the market value of the clients' funds. Offer price is higher than the bid price.
- t. Switching: a "switch" involves selling units at the "bid price" in one unit trust and investing the proceeds at the "offer price" in another unit trust.

#### Client's Instruction (s), Authorisation and Acknowledgements

- 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 and not revoked by the Client.
- 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 SBGS' 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.
- c. 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.
- d. SBGS shall in no way be liable for any loss, damage, cost, or expense in respect of any instruction from the Client which has not been given through its online platforms, email, 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.

#### Unit trust Funding

- a. The minimum initial investment amount for the UGX denominated funds is UGX 100,000 and the minimum for subsequent amounts invested is UGX 50,000.
- b. The minimum initial investment amount for the USD denominated funds is USD 100 and the minimum for subsequent amounts invested is USD 100.
- c. The client will need to select one or more unit trust funds and shall upon submission of the Application form without undue delay transfer cash of the amount indicated in the form to the respective bank accounts by mobile money, debit card, bank transfer, cash deposit, Flexipay or such other payment method as may be permitted by SBGS from time to time. Deposits to the unit trust funds may be either an initial lump sum, additional lump sum and/or recurring monthly payments.
- d. All cash deposits must be from either a bank account in the client's name, a Flexipay or mobile money wallet registered in the client's phone number and the case of a cash deposit, the client must clearly state their full names as the narration.
- e. A client can redeem money invested in a unit trust fund upon submission of a filled redemption form subject to the respective terms and conditions. The client will be settled by SBGS after receipt and verification of the form.
- f. A client may redeem some of or all their investment by selling their units. Payments for all redemptions will be made in Ugandan shillings only for UGX Denominated funds and made in US Dollar only for USD denominated fund, into a bank account or Flexipay wallet held in the client's name.
- g. A client may switch between the available unit trust funds; this will involve the sale of units from the existing unit trust and purchase of units in another unit trust at the prevailing price.
- h. Allocation of funds: Clients shall use their investment account numbers for all deposit made through all channels. Where such details are not available, funds will be returned, and the manager shall not be liable for any losses accruing because of loss of interest or deposit amount.

#### Fees and Charges

SBGS is entitled to be paid by the Client and shall debit the Client with:

- a. An Annual Management Fee of 2% charged on gross funds invested in a UGX denominated unit trust and An Annual Management Fee of 1.5% charged on gross funds invested for investments made in the USD denominated funds.
- 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.
- c. There is no fee for entry, exit or switching between unit trust funds.

#### Acknowledgement of Risk

- a. The Client acknowledges and accepts that there are risks inherent in and associated with the Investments which may result in losses.
- b. The Client acknowledges and undertakes to obtain independent professional advice that they can consider necessary in respect of the risks involved.
- 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 have not been given in consideration of or in reliance upon any such guarantee or similar representation.
- d. Except to the extent caused by gross negligence, wilful default, or manifest fraud by SBGS, the Client agrees not to hold SBGS responsible for any losses incurred by following its investment 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 gross negligence, wilful default, or manifest 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.

#### Advice

- 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 always act in good faith.
- 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.
- c. 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, and SBGS shall not be liable whatsoever for such advice, when acted upon by the Client.

#### Conflict of Interest

- a. SBGS may at its discretion 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.

#### Rights and Obligations of the Client

The Client shall have the following rights and obligations:

- a. The right to information on the remuneration paid by SBGS to a third party;
- b. The right to request for information on the experience, qualifications and disciplinary history of SBGS;
- c. The right to complain and have the complaint handled fairly and promptly;
- d. The right to request for and be provided with SBGS' conflict of interest policy;
- e. The obligation to pay fees and other charges as disclosed herein; and
- f. All such other rights as prescribed by applicable laws in force in Uganda.

#### Representations and Warranties

The client represents and warrants that:

- a. All the information given in the Application Form and any other documents provided to SBGS are 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.
- 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.

#### Variation & Amendments

- a. 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.
- b. It shall be the duty of the Client to regularly check whether these Terms & Conditions have been varied and where the Client does not agree to the variations, they shall be at liberty to terminate the relationship with SBGS.

#### Termination

- a. An investment account will only be terminated after the client has submitted a request to close their account, with such notice having legal effect on the next business day. In the event of the client's death, these terms shall remain in full force and effect for the client's beneficiaries.
- b. SBGS must receive notification of a client's death in writing at its head office from the executor of their estate. The notification should include: the client's personal details, identity document, a copy of the death certificate, and their account number. SBGS may also rely on other external sources to confirm the death.
- c. SBGS may determine that a client's Investment Account is an unclaimed asset following a trigger event, which may include the investment account remaining dormant, or SBGS being unable to contact them or their next of kin(s) using contact details on record. Any growth earned will continue to be added to the Investment Account.

#### Exclusion of Liability

SBGS shall not be liable to the Client for any loss or damage (whether consequential or otherwise) in respect of:

- 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.
- 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.

- c. The validity, authenticity, regularity, or value of any documents relating to the Investments.

#### 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:

- to the Standard Bank Group our parent company and any other member of the Standard Bank Group in any jurisdiction ("permitted parties") for the purposes you consent to.
- 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).
- our 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.
- 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, with your consent.
- any financial institution which you have or may have dealings for the purpose of conducting credit checks, with your consent.
- a merchant or a member of a card association where the disclosure is in connection with use of a card.
- 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, processing 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 business and the customs, usage, practice related to the asset management business.

#### Permission to Process Personal Information

You consent to us collecting and processing your personal information from you and where lawful and reasonable, from public sources for credit, fraud, and compliance purposes in accordance with the applicable data privacy laws in Uganda from time to time as set out below:

- You consent to us sharing and processing your personal information in accordance with our privacy policy, which is available on our website.
- We need your consent to share and process your personal information within the Standard Bank Group and with members of the Standard Bank Group for the following purposes:

Share your personal information with the members of the Standard Bank Group for marketing purposes of products, services, and special offers to you.	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Communicate the products, services, and offers of other members of Standard Bank Group with you. If you respond positively to the communication, the respective member may contact you.	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Share your personal information with other members of the Standard Bank Group for purposes of research, data visualization, developing client insights and improving client experience.	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Marketing our products, services, and special offers to you.	Yes <input type="checkbox"/>
	No <input type="checkbox"/>

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.

#### Security Identification

- To use our online service, the Client must have a Login ID issued by SBGS to enable them to access the Account. For joint and Corporate Accounts, SBGS shall provide the Login ID to the Nominee only.
- The Client is solely responsible for the confidentiality and use of the Login ID and will notify SBGS immediately if they become 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.
- 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 and shall not be liable whatsoever to the contrary.
- 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.

#### Sanctions

- 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 but not limited to; the government of Uganda, His Majesty's Treasury of the United Kingdom (HMT), the Office of Foreign Assets Control of the Department of Treasury of the United States 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.
- 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.
- 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; and
  - You are 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 you or your customer/parent company/ shareholder/ surety and/or grantor becomes the subject of a sanctions investigation.
- SBGS reserves the right to reject an account if found on the sanction list or to immediately terminate the relationship if the Client is found to on any sanctions list.

#### Foreign Account Tax Compliance Act (FATCA)

- 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 Service's Office. By accepting to open the account, you consent to provide us with the necessary information should we request you to.

#### General

- No indulgence by either party in respect of any of its rights hereunder will operate as a waiver of that party's rights.
- 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.
- We may check by reference to third parties the correctness of details given in this account opening form.
- You may not transfer the account into the name of another person.
- 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:
  - Within one day by email
- You must notify us immediately if you are placed under any other form of insolvency or legal disability.
- You consent to SBGS carrying out identity and fraud prevention checks and sharing the information relating to this application with the Fraud

#### Prevention Agencies

- You must notify SBGS immediately of any change in any of the details you provided us when you opened the account
- 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.
- You acknowledge and agree that the Terms will be treated for all purposes as having been entered — in Uganda and any breach of these Terms will be treated as having taken place in Uganda.

#### Severability of Terms

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 and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### Queries & Complaints

- Customer Service Queries: You can contact our Customer Service team to log a query by visiting our website on [www.sbgsecurities.co.ug](http://www.sbgsecurities.co.ug) or send all queries to [sbginvest@stanbic.com](mailto:sbginvest@stanbic.com) or contact our contact centre on 0312

224 972

- Complaints: Should 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](http://www.sbgsecurities.co.ug) to submit a complaint or alternatively send complaints to [sbginvest@stanbic.com](mailto:sbginvest@stanbic.com)

#### 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 Limited.

## 8. Signing Mandate

Signatories	Name	Signature	Date
First			
Second			
Third			

## 9. Illiterate / Blind customer ratification

I agree to abide by the content of this agreement that has been truly and audibly read over and explained to me by interpreter.

Mark of customer/thumbprint/signature:

Name and address of interpreter:

Language of interpretation:

Date (DD-MM-YYYY):

### Customer risk profile (For SBGS Use Only)

Client Sanctions Screening/Verification      Yes       No

Client risk category:      Low       Medium       High

Client PEP profile:      PEP       Non- PEP

### For SBGS use only (OFFICIAL)

Witnessed & Verified By	Authorized By
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Date:	Date: