

# APPLICATION TO OPEN AN INCORPORATED ENTITY ACCOUNT





# Application to open an Incorporated Entity Account

Please complete in Black ink only Controlling branch	(DD-MM-YYYY)				
Section 1 - Entity type					
Sole Proprietor Body Corporate	Partnership Informal Bod	y e.g Club,Society Close Corporation			
Trust/Attorney Trust Company (including	incorporated companies Deceased E	state Other (Specify)			
Section 2 - Accounts required					
·					
Current Account/Business Transaction account	Currency				
Notice deposit					
Call account	Other (specify)				
Section 3 - Application information					
Production Application information					
Residency Resident Non Resident Registered name	If non-resident - Country of incorpo	pration			
Name of Account/Trade name					
Physical business address (if applicable)					
		Postal code			
Postal address		Postal code			
Head office address/Registered					
address (if applicable)		Postal code			
Identity/Trust/ Registration no.	Registra	tion date (DD-MM-YYYY)			
Income Tax number	VAT num	nber			
Anticipated Annual turnover (in local currency)					
Reason for opening account with this institution					
Type of activity expect on the account (e.g. cash deposit, debit orders)					
Source of funds/Income (e.g. Donation, Third Pa	rty loan)				
Type of business conducted		No. of employees/ members			
Business telephone number	Business fax number				

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Any cost incurred to be debited to my/our Current Accounts.  I /we accept that the collection, payment or nonpayment of cheque and other instruments processed over my / our account will be subject to banking practice as it applies from time to time.  Signature:		Please supply me/us (Names)	Section 5 - Cheque Book Application						Full Names	Record details of related parties	These are individuals who are authorised signatories, agents, secondary cardholders, guardians or minors, members of close corporations, elected office bearers of informal boddies, partners of a partnership including silent partners, persons who exercise executive control in a partnership, directors of companies, including all directors authorised to act on behalf of the company, shareholders of companies with 25% or more of the voting rights, trustees of a trust, beneficiaries of a trust, founders of a trust, manager of affairs of a foreign company, principal executive officer of domestic companies.	Natural Persons	Section 4 - Related parties
vccounts. ment of cheque and other i								Designation		s, agents, secondary cardh no exercise executive cont voting rights, trustees of a			
Signa	nstruments processed over								Type of identity and Number (e.g passport, National ID)		olders, guardians or minors trol in a partnership, direct trust, beneficiaries of a trus		
d over my / our account will be subject to bankir Signature:	my / our account will be subject to	with a pocke							Email Address		s, members of close corporations, e ors of companies, including all dire t, founders of a trust, manager of aft		
	banking practice as it applies from	with a pocket 30/60 company 100 chequebook.							Residential / Cell Phone Contact		lected office bearers of informal be ectors authorised to act on behal fairs of a foreign company, principa		
	time to time.	₃quebook.							Signatory on account (Yes/No)		oddies, partners of f of the company, all executive officer		

# Section 6 - Specimen Signature Signature: Name of Signatory: A. PHOTO Signature category: Signature: Name of Signatory: В. PHOTO Signature category: Signature: Name of Signatory: C. PHOTO Signature category: Signature: D. Name of Signatory: РНОТО Signature category: Signature: Ē. Name of Signatory: PHOTO Signature category: Signature: F. Name of Signatory: РНОТО Signature category: Signing Arrangement

## Section 7 - Third Party Encashment Facility This is to authorize.......of P.O. BOX...... To cash cheque on my/ our account(s) of Stanbic bank Uganda Limited on which I/We have cancelled the crossing and appended our full signature to the alteration. This authority is to continue in force until notice of cancellation is received by the bank. samples of his/ her signature are provided hereunder: Name: B. Name: PHOTO РНОТО Signature: Signature: In consideration of Stanbic Bank Uganda Limited agreeing to allow the said...... to cash such cheques with cancelled crossing. THIRD PARTY INDEMNITY Uganda, in favour of STANBIC BANK UGANDA LIMITED of P.O. BOX 7131 Kampala (Hereinafter called "THE BANK") WHEREAS the customer has authorized......to be its agent for the purpose of carrying out the following transactions on its account (for instance, collection of bank statements from the bank, deposit and cashing of cheques, collection of money from the bank amongst others. (Please indicate below) ...... and WHEREAS the Bank has agreed to accept and carry out the customer's above instructions on condition that the Customer executes an indemnity in favor of the Bank for any loss. Injury, Liability or damage that the Bank may NOW THIS DEED WITNESETH THAT: In the event that the Customer fails neglects or omits The Customer further warrants that this indemnity to make good any demand made on him by the bank shall be a legal, valid and binding obligation on it/ under this indemnity within 30 days of communicahim/her, enforceable against it/him/her in accordance tion of the demand, the bank shall have an irrevowith its' terms. cable right to debit the customer's account with any amount of money that it shall be entitled to under this This deed of indemnity shall come into effect on the

- indemnity.
- The customer hereby warrants that the execution, delivery and performance by it/him/her of this indemnity do not and will not violate any provision of law, rule or regulation.
- date of Signature

### **Authorised Signatory**

Name:	Signature:
Name:	Signature:
Name:	Signature:

### **Section 8 - Online Banking Application Enterprise Online Business Online** User Profile Amendment - Add / Amend/Delete **Profile Details** Customer name\_ Contact Person\_ \_Telephone number\_ User Details - User 1 User name (M)\_ Prefered Log-in name (M) Add Delete Amend User Work address (M) \_\_\_ Mobile number(M)\_ Email address (M)\_\_\_ Reset Own Password | Yes | No Identification number (M) \_\_\_ User Role - Select Access Rights (M) Capture Payments & View Statements All Accounts Or List Accounts \_\_\_\_\_\_(attach Schedule) \_\_\_\_(attach Schedule) View Statements only All Accounts Or List Accounts \_\_\_ \_\_\_\_\_(attach Schedule) Verify Payments & View Statements All Accounts Or List Accounts \_ Or List Accounts \_\_\_\_\_ Authorise Payments & View Statements All Accounts \_ (attach Schedule) Authoriser Signatory Type D cl B User Limit Limit Amount . Yes No Limit Currency \_\_\_ User Details - User 2 Prefered Log-in name (M) User name (M) \_\_\_ Add Delete Amend User Work address(M)\_\_\_ Mobile number(M)\_ Email address(M) Reset Own Password Yes No Identification number (M) \_\_\_\_\_ User Role - Select Access Rights (M) \_\_\_\_ (attach Schedule) Capture Payments & View Statements Or List Accounts \_ All Accounts Or List Accounts \_\_\_\_\_\_ (attach Schedule) View Statements only All Accounts (attach Schedule) Verify Payments & View Statements All Accounts Or List Accounts \_ Or List Accounts \_\_\_\_ (attach Schedule) Authorise Payments & View Statements All Accounts Authoriser Signatory Type cl D None Α В User Limit Limit Amount No \_ Limit Currency\_\_\_ User Details - User 3 User name (M)\_ Prefered Log-in name (M) bbA Delete Amend User Work address(M) \_\_\_\_\_ Email address(M)\_\_\_ Mobile number(M) \_\_ Reset Own Password | Yes | No Identification number (M) \_\_\_\_\_ User Role - Select Access Rights (M) Capture Payments & View Statements All Accounts Or List Accounts \_ \_\_\_\_ (attach Schedule) View Statements only All Accounts Or List Accounts (attach Schedule) (attach Schedule) Verify Payments & View Statements All Accounts Or List Accounts Or List Accounts (attach Schedule) Authorise Payments & View Statements All Accounts **Authoriser Signatory Type** В C D None No **User Limit** Yes Limit Amount \_ Limit Currency \_ **Authorised Signatory** Signature:.... Name: Signature:.... Signature:.....

### **Section 9 - Terms and Conditions for Incorporated Entity Accounts**

### Governing Law

The relationship between the Bank and you the Customer is governed by the laws of Uganda. The following terms and conditions are governed by policies and procedures of the Bank.

### 1. Deposits

- 1.1 You are entitled to deposit onto your account all Cash, cheques and other items payable to you.
- 1.2 The proceeds of cheques and other similar items deposited will only be available as cash when paid.

When you deposit a cheque or other item the amount is provisionally credited to your account before we receive the actual payment.

1.3 We are unable to process post-dated cheques

### 2. Deposit Reversed

- 2.1 We will debit your account with the amount of any cheque or other item deposited that is unpaid. Your account will be debited with bank charges associated with the unpaid items, details of such charges are available on request.
- 2.2 We will debit your account with the amount of any cheque or other item deposited to which you are not entitled and may pay the amount to the owner thereof, whether your account is in credit or debit, and we will advise you our action taken.
- 2.3 We will make payments from your account instructions if there are sufficient funds available.
- 2.4 By arrangement, you may instruct us by means of computer or other electronic equipment to make payments from your account and we will debit account with the amounts concerned.

### 3 Stop Payments

- 3.1 You may stop payments of a cheque you have issued before it is presented for payment unless the bank has made a commitment to pay it.
- 3.2 We may accept stop payments of debit orders but the onus rests on you to cancel the underlying contract. You hereby indemnify the bank against any legal action arising out of such cancellation.

### 4 Interest and Charges

- 4.1 We will charge you interest on any overdrawn balance and we shall inform you of the applicable rate of interest charged upon request.
- 4.2 We will charge you for various services provided and details of such charges are available on request.
- 4.3 We will vary charges and interest rates from time to time, but will give you reasonable notice of such changes before they come into effect.

### 5 Statements

- 5.1 We will provide you with regular statements of your account.
- 5.2 You shall advise us within 30 days of receipt of statement, of any entry you regard as incorrect.
- 5.3 If you fail to notify us timeously of forged or unau-

thorized entries on your account and this results in losses, we may not refund such losses to you, provided we have not been negligent or lost our duty or breached our duty of care.

### 6 Overdrafts

- 6.1 If your account is overdrawn without suitable arrangement, we may transfer/set off money to it from any other accounts held by you.
- 6.2 We may demand payment of all amounts owing by you at any time.
- 6.3 A certificate signed by manager of our bank containing details of an amount, including interest, owed by you will be sufficient proof thereof unless the contrary is proved.
- 6.4 We shall regard the latest postal or residential address given by you to us as the address where notices may be given and documents in legal proceedings may be served.
- 6.5 If necessary, we may take legal action against you in a Court of Law.
- 6.6 You shall be responsible for payment of all our reasonable expenses in recovering any amounts you owe us, including legal fees on an attorney and own client basis, collection fees and tracing fees or any other fees we may incur as result of our effort.

### 7 Letters of set-off

You hereby agree that in addition to any other general lien or similar right to which we as bankers may be entitled to by law, we may at any time and without notice to you combine or consolidate all or any of your accounts that bare liability to us and set-off or transfer any sums standing to credit or any of your accounts in or towards satisfaction of your liabilities to us on any other account or in any other respect weather such liabilities be actual or contingent, primary or collateral several or joint.

### 8 Cheque Book

You hereby agree to look after and use any cheque book, cheque form with utmost care.

- 8.1 You further agree to ensure:
- 8.1.1 That all uncompleted cheque forms are kept in safe custody at all times;
- 8.1.2 That we are informed immediately upon discovery by you that any cheque book or any cheque form has been stolen, lost or mislaid;
- 8.1.3 That any person preparing the cheque is authorized to do so;
- 8.1.4 That any cheque and any alteration is signed by authorized addition of letters or figures;
- 8.1.5 That no uncompleted cheque is given to any stranger or other person when you do not have reasonable grounds believing that person to be trustworthy;
- 8.1.6 Upon closure of the account you will return to us any remaining uncompleted cheque forms relating to that account and we will return to you where possible the value of any revenue stamps

reimbursement for them which is obtained by us.
8.1.7 You understand that the use and handling of your cheque book is a subject to such arrangements as we may have with regards to the implementation of the Magnetic Inc Character Recognition (MICR) system as coupled with the Automated Clearing Bureau.

### 9 Closing of account

- 9.1 We will close your account on receipt of a request in writing signed by you to do so, but the closure will not be effective until you have returned any unused cheques and bank cards and all cheques or other items deposited have been paid.
- 9.2 We will close your account on reasonable prior notice and shall not be obliged to give reasons for such action.
- 9.3 If your account for any reason goes into debit and remains dormant for 90 consecutive calendar days, it will be closed without any further notice to you.

### 10 Credit Record

- 10.1 We may make inquiries about your credit record with any credit reference agency or other relevant parties.
- 10.2 We may provide credit reference agencies with regular any other relevant parties updates regarding the conduct of your account including any failure on any part to meet these terms and conditions.
- 10.3 We may provide other banks with book reports relating to the conduct of your account on their request.

### 11 Confidentiality

- 11.1 We 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 any one, other than in four exceptional circumstances permitted by law. These are:
- 11.1.1 Where we are legally compelled to do so;
- 11.1.2 Where it is in public interest to disclose;
- 11.1.3 Where our interests require disclosure;
- 11.1.4 Where disclosure is made at your request or with your written consent.

### 12 Permission to Process Personal Information

- 12.1 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 out below.
- 12.2 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 into and out-

- side the country where the products or services are provided and to generally act on their behalf.
- 12.3 You consent to us Processing your Personal Information with third parties and to ask all parties that receive your Personal Information to agree to our privacy policies
- 12.4 You will find our Processing practices in the Group's and Bank's privacy statements. These statements are available on the Group's and Bank's websites or on request.
- 12.5 As part of our services we would like to give you information about products and services offered by Stanbic Bank Group, which we believe may benefit you. Your personal information is confidential therefore, we need your consent to share it within the Group for the purposes indicated in the following table;

I give my consent that you may:	Tick where applicable
Share my personal information within the Group for marketing purposes and that the Group may then market its products, services and special offers to me.	Yes No
Communicate other companies' products, services and special offers to me. If I respond positively to the communication, that company may	Yes No
contact me.	
Contact me for research purposes. (The research compa-	Yes
nies we use follow strict codes of conduct and treat customer information confidentiall)	No
Market your product. Services and special offers to me.	Yes
	No

Please note: that if you do not tick any of the options above, you will be deemed NOT to have given permission to have our product advertised to you.

### 13 Sanctions Clause

13.1 You undertake to immediately notify the bank upon becoming the subject of sanctions investigations whereupon the bank maintains the right to terminate the relationship should you become the subject of Sanctions under a regulatory body duly authorized to issue such sanctions including; the government of Uganda, Her Majesty's Treasury of the United Kingdom (HMT), the Office of the 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.

- 13.2 You hereby indemnify the bank against any actions, proceedings, claims and/or demands that may be brought against the Bank, as well as against losses, damages, costs and expenses which I/we may incur in connection with; the seizure, blocking, withholding of any funds by any Competent Authority and any activity which directly or indirectly benefits any party against who sanctions have been established by any Competent Authority.
- 13.3 You undertake that; you will not use (or otherwise make available) the funds/facilities on this account (s) for the purposes of financing, directly or indirectly, the activities of any person or entity which is Sanctioned or in a country which is subject to any Sanctions; you will not contribute or otherwise make available, directly or indirectly, the funds/facilities on this account (s) to any other person or entity if such party uses or intends to use such funds/facilities for the purpose of financing the activities of any person or entity which is subject to any Sanctions; you are not involved in any illegal or terrorist activities; and you are not currently or in the foreseeable future the subject of any sanctions investigation and shall notify the Bank if your customer/parent company/shareholder/surety and/or grantor becomes the subject of a sanctions investigation

### 14. 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 Office. By accepting to open the account, you consent to provide us with the necessary information should we request you to.

### 15. General

- 15.1 We may check by reference to third parties the correctness of details given in the application form used to open your account.
- 15.2 Your Bank account may not be ceded any other party.
- 15.3 You must notify us immediately if you are placed under an administrative order, sequestrated or liquidated or placed under any other form of insolvency or legal disability.
- 15.4 We are entitled from time to time to request updated information documents relating to antimoney laundering, anti-terrorism financing and

all the required account opening documents and you agree to provide us with current one in the premises of clause 15.3.

- 15.5 We will not be held liable for losses arising from unauthorized alterations to cheques which are not readily detectable.
- 15.6 You consent to us carrying out identify fraud prevention checks and sharing information relating to this application with the fraud prevention service (FPS) or relevant Law Enforcement Agencies. Should your conduct at any time in future reasonably cause suspicion to the afore mentioned agencies you understand and agree that the recorded suspicion will then be available to other members of the said agencies.
- 15.7 The postal address you supply on your account opening application form will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify the Bank in writing or email immediately if your chosen address changes/has changed.
- 15.8 The Bank shall be entitled but not obliged to send any notice in terms of the e-mail address (if any) you specified on your application form.
- 15.9 These terms will be governed by Ugandan law.

Customer's Signature and Date

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