

APPLICATION TO OPEN AN ACCOUNT

Date: DD/MM/YY...../...../..... Branch: Code: Customer No.....
Account Title: Account No.....

A. ENTITY TYPE (Tick)

Limited Company ☐ NGO ☐ Sole proprietorship ☐ Partnership ☐ SACCO ☐
Investment Club ☐ School/Institution ☐ Other ☐
Currency (Tick): UGX ☐ Others Please Specify:
Account Type: BRAC CORPORATE A/C ☐ BRAC SAFE SAVE A/C ☐ BRAC FIXED DEPOSIT A/C ☐

B. ENTITY DETAILS:

Entity Name			
Business operating name			
Registered Office			
Nature of Business		Date of Incorporation	
Incorporation No.		Country of Incorporation	
Official email		TIN (for the entity)	
Official website (if any)		Office Contact Tel.	
District		Post office Box	
County / Division			
Parish			
Village			
Duration at current location	<input type="text"/> <input type="text"/> years <input type="text"/> <input type="text"/> months	LC1 or Plot No./Street:	
Expected annual turnover	UGX Equivalent <input type="checkbox"/> Below 50m <input type="checkbox"/> 100m -500m <input type="checkbox"/> 500-1bn <input type="checkbox"/> Above 1bn		
Expected source(s) of funds			

PHOTOS AND SIGNATURES

Signatory 1 (Photo)	Signature 1	Signatory 2 (Photo)	Signature 2
Names		Names	
Mobile Tel.		Mobile Tel.	

Signatory 3 (Photo)	Signature 3	Signatory 4 (Photo)	Signature 4
Names		Names	
Mobile Tel.		Mobile Tel.	

C. OPERATING INSTRUCTIONS

All our transactions with the Bank will be signed by the branch: Tick (✓) where appropriate

Self ☐ Both ☐ All ☐ Either ☐

Special Mandate:

D. OTHER BANK ACCOUNTS

	Bank Name:	A/c Title:	A/C Number:	Branch:
1.				
2.				
3.				

E. AUXILIARY SERVICES Tick (✓) the services desired

1. Cheque Book Request ☐

2. Mobile Banking ☐

4. Internet Banking ☐

3. SMS Alerts ☐

5. Email Alert ☐

Account Number

Mobile Number

E-Mail Address

Customer Signature

Customer Signature

Customer Signature

F. OFFICIAL USE ONLY

Customer No.
ATM Card No.

Officer

Name:
Signature:
Date:

Level of Transaction

Filled by:
Verified by:
Authorised by:
Customer Signature and Date

Verified by:

Name:
Signature:
Date:

Officer

Name:
Signature:
Date:

Authorised:

Name:
Signature:
Date:

Authorised:

Name:
Signature:
Date:

Authorised:

Name:
Signature:
Date:

TERMS AND CONDITIONS

The terms and conditions are applicable to all accounts whether opened on the date of signing these rules and conditions or on a later/prior date. The undersigned undertakes and agrees to be bound by these rules and conditions.

The Bank reserves the right to debit the customer account for any cheques, bills of exchange, promissory notes and orders for payment drawn, accepted or made by the authorized signatory (ies) and to carry out any instructions given by him/her/them or by attorney(s) duly authorized by him/her/them in connection with the account(s) mandate notwithstanding that any such debiting or carrying out may cause, such account(s) to be overdrawn or any overdraft to be increased.

An account may be opened in joint names. Joint applicants shall nominate one of them to become their sole representative in all dealings and correspondence with the Bank. In the absence of such nomination the first named applicant shall be deemed to have been nominated. In case that no one is appointed to run the account, it will be operated by all the joint applicants. The Bank will be entitled to place to the credit of any account in account holder joint names all amounts, including dividends, interest and capital funds arising from securities or proceeds of cheques or bills, received or collected by the Bank for the credit of the account holder.

In the event of the death of any one joint accountholder, the survivor(s) undertake(s) to advise the Bank in writing of such death becoming known to him/her/them within fourteen (14) days thereof and in absence of such written notice acknowledged by the Bank, the survivor(s) shall be liable for any claim on the Bank arising from continuation of the account(s) and the Bank shall not be held liable for allowing operations in the account(s).

The accountholder is personally and separately fully liable in addition to being jointly liable for any overdraft or the obligation arising in or in connection with the account(s) and the Bank is hereby authorized to debit the account(s) with all interest commission and/or other Banking charges and expenses (including legal charges) incurred in connection with the account(s).

In addition to any general lien or any other right or remedy to which you may be entitled, you may at any time and without notice combine and/or consolidate all or any accounts held by the account holder with you and all or any of the liabilities by the account holder to you and set off or transfer any liability whether such liability be actual or contingent, primary or collateral, several or joint.

It is further stipulated that all money, securities, bonds, collateral, shares, shipping documents, Bank notes, gold or other valuables and property of whatever nature which are held in the name of the customer by the Bank whether in any type of account or otherwise shall be so held as security to guarantee the settlement of any debit balance due to the Bank arising under these general terms and conditions or any other credit facility agreement granted or will be granted to the customer in the future. Furthermore, the customer agrees to keep it within the Bank's possession as "collateral against credit facilities" until the customer fully pays his indebtedness to the Bank including due interests, commission expenses and other due charges. If the customer does not pay such indebtedness to the Bank's first request, the customer herewith authorizes the Bank to offset the outstanding balance from his possession held in "collateral against credit facilities" account without having to notify or inform him beforehand.

This authorization is irrevocable and I/We cannot cancel it without the Bank's written consent. The Bank shall have the right to always offset the balance of the customer's accounts. The debit balance of any one of my accounts will be secured by the credit balance of any other one of my accounts opened in any other foreign currency. The Bank may debit any of the customer's accounts opened at any of its business offices with the amount of any bills, guarantees, cheques and drawings, given, presented or purchased and signed by the customer. Any delay or omission of the Bank in exercising or enforcing (whether wholly or in part) any right or remedy arising in respect of the account(s) shall not be construed as a waiver of such right or remedy.

The account holder agrees to maintain the minimum balance applicable to the type of account. Account holder further agrees that the Bank shall, from time to time, at its sole discretion, impose service charges on the account(s) if the minimum credit balance of such account(s) is/are less than the balance prescribed by the Bank. The Bank may debit the account for the charges, fees or expenses payable for services rendered by the Bank and the Bank shall have the right to vary the charges/fees at any time at its sole discretion with customer being notified in accordance to the Bank of Uganda Customer Protection Guidelines.

The Bank will not accept deposit of cheque(s) for opening of an account subject to KYC verification and satisfactory reference. The account holder must immediately inform the Bank in writing of any change in the details given on the account opening form and any other changes thereto. The Bank will not be held liable for any exchange loss incurred by the account holders in converting/transferring the balance from one currency account to another currency account on the instruction of the account holders.

The Bank shall have the right at any time(s) and at its absolute discretion by giving written notice to the customer to close the account and to request immediate settlement thereof without giving any reason for taking such action, and without incurring any liability whatsoever to the customer in so doing. The Bank is also entitled by giving written notice to the customer to close the account if the balance thereof remains zero for a period of three consecutive months. The customer hereby agrees that the Bank's action in closing the account shall be effective and binding upon him as from the date of the said notice for any reason whatsoever.

The customer hereby irrevocably waives in advance any right whether legal or otherwise, that he/she may have against the Bank in any proceedings whatsoever to complain about the Bank's actions and /or decision to close the account.

It is agreed that the Bank shall have the right to modify the nature, conditions, and stipulations of these general terms and conditions by a simple written notice to the customer or posting notices in banking halls including the rate of interest, commissions and other conditions to any account. Any such amendments shall be binding on the customer from the date of the said notice that is from the date fixed by the bank in its absolute discretion even if the customer has not received the said notice for any reason whatsoever. The Bank reserves the right to debit the account in case of erroneous credit provided to the customer account.

The account holder agrees to hold the Bank free of any responsibility for any loss of funds deposited with the Bank due to any future government order, law, levy, tax, embargo, exchange restriction or any other cause beyond the Bank's control.

The accountholder agrees that the Bank will not accept liability whatsoever for funds handed to Bank Tellers outside banking hours. The account holder also agrees that it's incumbent on them to acquire a duly signed/acknowledged deposit slip at all times that they are depositing funds with the Bank and shall ensure that these receipts are properly kept such that they are legible as and when they are required for any reference purposes.

CREDIT REFERENCE DISCLAIMER

The Bank may make enquiries about the customer's credit record with any credit reference agency or any other party where applicable. The Bank may provide credit reference agencies with regular updates regarding the conduct of the customer's account including any failure on the customer's part to meet these terms and conditions where agencies are present. The Bank may provide other institutions with Bank reports relating to the conduct of the customer's account on their request without incurring any liability whatsoever for doing so and the accountholder agrees to keep the Bank fully indemnified.

ELECTRONIC BANKING (ATM, SMS, Mobile

phone and Internet banking) I/We ("customer") confirm and agree that the following terms and conditions shall oversee my/our electronic banking transactions with the Bank. **"SERVICE"** means the Electronic Banking Services of BRAC Uganda Bank Limited (the "Bank"), including **Internet Banking, Mobile Banking, Phone Banking, Secure Message facility (SMS), Bill payment services.** **"User name and Password"** means the enabling code/credentials with which you access the system and which is known to the account holder only.

"ACCOUNT" means a savings or transactional account or other account maintained with the Bank at any of the Bank's branches in Uganda. **"PIN"** means your unique Personal Identification Number. **"Mailing address"** means the customer's mailing address in the bank's records. **"INSTRUCTION"** means the customer's request to the Bank for the services. **"ATM"** means Automated Teller Machine that dispenses cash to account holders with the use of a debit card or credit card. **"ATM Card"** means the card used by a customer for processing transactions through the ATM. **"INTER-SWITCH"** means an online electronic transaction processing payment infrastructure that connects different member Bank ATMs to facilitate transactions across member bank ATMs. **"SECURE MESSAGE FACILITY"** means the facility within the electronic banking services that enables the client to send electronic messages (e-mail, SMS) to the Bank, including without limitation free-format messages, fixed format messages or instructions to make payments, requests for deposit books, in-house vouchers or Banker's drafts.

The service allows the customer to give the Bank instruction by use of:

(a) ATM, PIN, Password, Username and secure message (email, SMS) for the following: (i) Obtain information regarding customer's balance as at the last date of business with the Bank. (ii) Obtain information with regards to any instrument in clearing or any credit standing in the customer's account as at the last date of transaction on the customer's balance. (iii) Authorize the Bank to debit customer's account to pay a specified utility bill such as NWSC or UMEME or Pay TV and /or any other bills as specified by the customer, however, subjected to availability of such bill payment under this service. (iv) Authorising the Bank to effect a transfer of funds from the customer's account to any other with the Bank. (v) Authorizing the Bank to effect any stop payment order. (vi) Authorizing the Bank to debit customer's account and load the same into any form of payment card.

On receipt of instructions, the Bank will endeavor to carry out the customer's instructions promptly, with the exception of all or any unforeseen circumstances such as act of God, Force Majeure, and other causes beyond the Bank's control. For the service to be available to any customer, he/she must have any one or a combination (as service may require) of the following: (i) An account or prepaid card with the Bank (ii) A username and password (iii) A personal identification number "PIN" (iv) An e-mail address

Under no circumstances shall the customer allow anybody access to his/her account through the service.

The customer understands that his/her password /email is used to give instructions to the Bank and accordingly undertakes: (i) that under no circumstances shall the Password/PIN be disclosed to anybody. (ii) Not to write the password/PIN in any open place in order to avoid third parties coming across the same.

The customer understands that it is his/her responsibility to safeguard their Password/Access code/PIN at all times and that the Bank is expressly exempted from any form of liability arising from unauthorized access to the customer's account/prepaid card and/ or data as contained within the Bank's records via the service, which arises as a result of inability and/or otherwise of the customer to safeguard his PIN Password, Access code and/or failure to logout of the system completely by allowing on screen display of his account or card information or use of weak Password PIN e.g. birth dates, children names, 0000, 2222, 6789 and others of that nature.

The Bank is also relieved of liability as regards breach of duty of secrecy arising out of customer's inability to scrupulously observe and implement the provisions of clauses (4) and (5) above, and /or instances of breach of such duty by hackers and other unauthorized access to the customer's account /prepaid card via the service. The customer's PIN, Passcode or Access codes must be changed immediately it becomes known to someone else.

The customer instructs and authorizes the Bank to comply with any instructions given to the Bank through the use of password/email/PIN. Once the Bank is instructed by means of the customer's PIN or Password, the Bank is entitled to assume that those are the instructions given by the customer and to rely on the same.

The Bank is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the customer's password, PIN, if by any means the password, PIN, becomes known to a third party or otherwise becomes compromised.

Where a customer notifies the Bank through e-mail of his/her intention to change his password or PIN, arising from loss of memory of the same, or that it has come to the notice of a third party, the Bank shall, with the consent of the customer delete the same and thereafter allow the customer to enter a new password or PIN, provided the Bank shall not be responsible for any loss that occurs between the period of such loss of memory of password or PIN or knowledge of a third party and the time the report is lodged with the Bank.

Once a customer's Password, PIN is given, it shall be sufficient confirmation of the authenticity of the instruction given. The customer shall be responsible for the instruction given by means of the customer's password, PIN. Accordingly, the Bank shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the customer's Password/PIN.

Where an ATM or prepaid or card is issued to the customer, the card shall remain the property of the Bank at all times. The Bank may at its sole discretion, cancel the validity of the ATM card and request its return at any time, in which case, the cardholder shall immediately comply with such request.

The ATM or prepaid card is issued entirely at the risk of the customer who shall indemnify the Bank for all loss or damage howsoever caused

resulting from the use of the card. The cardholder shall take every possible care to prevent the card from being lost, mislaid or stolen and the cardholder undertakes not to pass the card to any other person. Transactions on the ATM will be allowed to the extent of the permissible limit/balance in the account or on the card subject to the daily maximum limit.

The Bank shall debit the cardholder's account or prepaid card with the amount of any withdrawal/transfer payment of utility/Pay TV bills or payment of goods and services at Point of Sales (POS) terminals or e-commerce platforms and all such payments as effected by the use of the ATM or prepaid card along with the related charges. The Bank reserves the right to limit amounts that may be withdrawn by the cardholder on a daily, monthly, quarterly or annual basis, and to advise the cardholder of such limits from time to time.

The Bank shall not be responsible for any loss or damage arising directly or indirectly as a result of transactions made with the ATM or prepaid card or from any malfunction or failure of the ATM or prepaid card or the ATM or the temporary insufficiency of funds in such machine.

Upon enrolling of a customer for the service, the customer may be charged the applicable sign on fees, monthly/annual fees and/or usage fees whether or not the customer makes use of the service during the period in question. The Bank may levy penal rates of interest in all cases of unauthorized overdrafts on accounts or cards of such drawings. The customer understands that unauthorized overdrafts are grounds for cancellation of the ATM or prepaid card.

The customer understands that all notifications, communications and/or concerns/complaints regarding the use of account-banking services, ATM or Prepaid card shall be addressed to the Bank in writing. Where and e-mail is used, the customer must ensure that they have a duly signed e-mail indemnity in place, for the Bank to honour and act on the e-mail notification.

The customer hereby confirms having read, understood, agreed and accepted these rules, and further confirms to have understood that all authorizations and powers conferred on the Bank are irrevocable, and that the Bank reserves the right to amend these terms and conditions that will always be construed and governed by the laws of Uganda.

A. DECLARATION

I/We declare that:

1. BRAC Uganda Bank shall be deducting tax at the source on interest earned as per the applicable tax rates
2. My/Our deposits with BRAC Uganda Bank Ltd shall be protected by the Deposits Protection Fund
3. The information given on this form is correct to the best of my/our knowledge
4. I/We shall update my/our A/C details whenever the information given to you changes
5. Any legal consequences arising from what I/We have stated above are my/our responsibilities
6. I/We confirm having read rules governing this A/C
7. I/We confirm having read the BRAC Uganda Bank Ltd tariffs and agree to abide by the same
8. I/We confirm having read the A/C terms and conditions stated over leaf and agree to abide by the same

Name

Signature

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B. OFFICIAL USE ONLY

Relationship Officer

Name: PIN Signature: Date:

Opened by:

Name: PIN Signature: Date:

Verified by:

Name: PIN Signature: Date:

Authorized by:

Name: PIN Signature: Date: