



ACCOUNT OPENING FORM - INDIVIDUAL

Account Type (tick appropriately)

☐

Individual

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Joint Account Holders

I/We wish to open an investment account and undertake to comply, observe and be bound by the Terms and Conditions in force and as amended from time to time pertaining to such accounts.

First Applicant

Full Names (as per ID/Passport No)*				
ID/Passport No*	Nationality	Date of Birth	DD / MM /YYYY	
Postal Address*	Postal Code*	Town*		
County (Where Applicable)	Mobile No.	Physical Address of residential Area		
C/O (Where Applicable)	Personal Email Address			
	Resident Country		Occupation/Business	
Next of Kin - Name	Postal Address	Code	Town	Mobile No

Second Applicant

Full Names (as per ID/Passport No)*				
ID/Passport No*	Nationality	Date of Birth	DD / MM /YYYY	
Postal Address*	Postal Code*	Town*		
County (Where Applicable)	Mobile No.	Physical Address of residential Area		
C/O (Where Applicable)	Personal Email Address			
	Resident Country		Occupation/Business	
Next of Kin - Name	Postal Address	Code	Town	Mobile No

Bank Account Details

First Applicant _____ Second Applicant _____

MPESA Account Details

Agency Authorization

As per the agency authorization and indemnity terms and conditions, I/We the undersigned hereby duly appoint.....
..... having a registered office at to act on my behalf in respect to

(Tick Appropriately)

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Sale Order

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Purchase Order

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Payment Request

General Terms & Conditions Governing Operating an Account with ABC Capital Ltd

I/We, the undersigned, (hereinafter referred to as the Client) hereby request ABC Capital Limited (hereinafter referred to as the company) to open a Discretionary Securities Trading Account subject to the following terms and conditions:

1. The company is hereby authorized to purchase and/ or sell securities for the client's account on receipt of specific instructions for each individual transaction. The client acknowledges that the company will only be bound to act upon receipt of valid written orders in compliance with S.23 of the Capital Markets (Licensing Requirements) (General) Regulations 2002 governing securities transactions in Kenya.
2. The client undertakes to adequately fund the account prior to placing any purchase orders. The client acknowledges that the company will only be bound to execute purchase orders when there are adequate cleared funds in the client's account to cover all transaction costs, including commission and levies.
3. Where a cheque deposited in the customer's account is returned by the bank for any reason, the credit will be reversed and the customer undertakes to pay all related bank charges and any overdrafts that may be created as a result of the reversal.
4. The company shall deposit all monies received from clients for purchase of securities and in respect of or arising from the execution of sale transactions in the company's Clients Account.
5. All debit authorities/payment requests and sale/purchase instructions must be authenticated by the customers' full signature per specimen signature held by the company.
6. Where the customer has appointed an Agent, the appointment must be in writing and the Agent must be approved by the company.
7. The company has the right of lien on all assets of whatever nature held by the company in the name of the customer and may hold the same as security for the payment of any indebtedness by the customer to the company.
8. The customer undertakes not to transact or attempt to transact any funds originating from unlawful sources and to comply with anti-money laundering requirements and regulations at all times.
9. The company reserves the right to amend, modify, repeal or add the above terms and conditions in its sole discretion from time to time. The changes shall be communicated to the customer in writing, by notices put up in the company's Notice Boards or any other appropriate means.

Declaration

I/We agree that this account shall be operated at the discretion of the ABC Capital Limited and hereby agree to indemnify ABC Capital Limited against any loss or claims arising out of the account being closed by ABC Capital Limited without notice due to unsatisfactory performance. I confirm having read and understood the General Terms and Conditions.

Data Protection Notice

The information that you input here shall be retained by us strictly for our own use in line with the Data Protection Act No. 24 of 2019, our Privacy Policy and the Privacy Notice and you consent to the application of the Data Protection Act No. 24 of 2019 and the ABC Capital's Privacy Policy and the Privacy Notice to all information provided to ABC Capital. This Privacy Notice may be updated from time to time and the most recent version can be found on our website or with our customer care representative. If you would like any further information or to contact our Data Protection Officer, kindly contact us at ABC Bank House, Woodvale Grove, Westlands, P. O. Box 38610 – 00800, Nairobi addressed 'for the attention of the DPO'

Account Mandate ☐ Single ☐ Either to Sign ☐ All of us jointly

Name:	Name:
Date:	Date:

FOR OFFICIAL USE ONLY

Witnessed by: Name:..... Signature..... Date.....

Processed by: Name:..... Signature..... Date.....

10. This document shall be governed and construed in accordance with the laws of the Republic of Kenya

11. Email, Online & Facsimile Indemnity The client does authorize, within the framework of functioning of the Investment Account that, email / online/ fax instructions (if opted for) will be acted upon without any other written confirmation. ABC Capital Limited is not liable in case 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 risks inherent and associated with communicating instructions by facsimile transmission and email and various fraudulent activities arising from and out of such transmissions and are fully prepared to accept such risks and that it is not in the interest of ABCC to assume such risks which have far-reaching consequences.

12. Premium Services The stock broker hereby undertakes to provide the following premium services to the client as set out; hereunder.
- On-line trading services which will include an on-line access to your account and capability to trade real time;
 - Daily market information including daily market reports and regular corporate action updates
 - Real time trade updates on trades executed and account status; Dedicated relationship managers to offer advisory services; and
 - Periodic statements of account on a monthly basis.

To offer the above services the stock broker will charge an account maintenance fee of Kshs.100/= per month payable on a monthly or basis and recovered every last calendar day of the month or at any other regular interval as determined by the Broker, and variable by the Broker subject to issuing an advance notice of 30 calendar days.

Any amendments or modifications this agreement shall only be valid if it shall. be in

- writing
- Shall be executed by the client and the Stock Broker

The client hereby accepts to pay the above fees as a reasonable pre-estimate of the cost of providing the premium services as enumerated above.