

## SC Shilingi Mutual Fund Platform

### Terms and Conditions

The SC Mobile Shilingi Fund is a digital portal for offering unit trust investments in local currency in Uganda.

The platform is a Client Execution Only service that allows for the execution of your order without receiving any advice about the merits or risks of the investments or their suitability.

These Terms and Conditions contain important information regarding the use of this platform.

These Terms and Conditions do not contain all risks in conducting transactions. You should not consider these Terms and Conditions as legal, tax or financial advice. You should only undertake a transaction if you fully understand the nature of the transaction, related terms and conditions and possible losses that can be suffered.

By using and accessing this SC Shilingi mutual fund platform, I hereby declare that:

1. I understand that the fund(s) are distributed by Standard Chartered Bank Uganda Ltd (“SCBU”), licensed by the Capital Markets Authority as an Investment Advisor.
2. I have the legal rights and capacity to among others, apply for / buy / sell / redeem investments in the unit trust investment offering.
3. I understand that SCBU has the requisite legal capacity as a distributor of unit trust investment products according to the applicable provisions, and all the activities therein are performed in accordance with the applicable laws of Uganda.
4. Unit trust investment are not a deposit product and is not protected under any government or private protection or compensation scheme and therefore contains certain risks.

SCBU shall only act as a distributor of the products and it does not guarantee any risks not materializing in relation to the management of the portfolio, including the possibility of suffering from a loss of principal.

Past and current performance is not an indicator of investment performance for the future. In addition, there is no guarantee on the value of investments and returns due to fluctuations at any time. I agree and fully acknowledge that the investment(s) are held in my sole risk and that SCBU, the Bank, its associated and affiliated companies shall not be liable in any way for any damages, loss, or diminution to such investment(s).

5. I understand that I have the right to review my need for this product and the information provided before submitting this application.
6. Subject to applicable local laws, I hereby consent for SCBU and Standard Chartered PLC or any of its affiliates (including branches) (“SCB”) to share my information with domestic or overseas regulators or tax authorities where necessary to establish my tax liability in any jurisdiction.  
Where required by domestic or overseas regulators or tax authorities, I consent and agree that SCBU and SCB may withhold from my account(s) such amounts as may be required according to applicable law regulations and directives.  
I undertake to notify SCBU within 30 calendar days if there is a change in any information which I have provided to SCBU.
7. I authorise SCBU and the Bank, and its respective officers and agents to disclose information relating to me and my account(s) and/or dealing relationship(s) with SCBU and the Bank including but not limited to my account number, transactions undertaken proof of payment, and my investment information which SCBU/SCB are aware of to any third parties, including but without limitation to:
  - SCB, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction (the “Permitted Parties”).
  - Professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties.
  - Any actual or potential participant or sub-participant in relation to any of SCB’s rights and/or obligations under any agreement between us, or assignee, novate or transferee (or any agent or adviser of any of the foregoing).
  - Any rating agency, insurer or direct or indirect provider to any Permitted Party; and

- Any court or tribunal or regulatory, supervisory, governmental, or quasigovernmental authority with jurisdiction over the Permitted Parties.

Please click here <https://www.sc.com/ug/website-privacy-statement/> to understand the purposes for which the Bank and SCBU process your personal data and who it may be shared with.

8. I further confirm that the source of funds credited for this product(s) have not been originated or derived from any money laundering or unlawful activities.
9. I understand that SCBU will charge fees and commissions for the products that I may be investing in.
10. I hereby understand that all instructions placed through this platform will only be processed after the information I have provided fully satisfies all the necessary requirements and upon receipt of cleared funds (for subscription instruction).
11. I understand and agree to be subject to the terms and conditions that prevail in the Bank and SCBU including but not limited to the Investment Services Terms & Conditions.
12. I understand that transactions that may have been executed by SCBU under the instructions that I may give through the SC Shilingi Mutual fund platform cannot be cancelled.
13. All instructions I am sending to SCBU through this platform can be treated the same as written instruction and are a valid proof of my instructions under the relevant laws of Uganda. I agree and understand that SCBU and the Bank may at their discretion retain records of this electronic transaction by any method that may be deemed appropriate, and any such records shall be regarded as conclusive evidence.

14. SCBU reserves the right to decline my instruction for reasons including but not limited to belief that the transaction may be in breach of applicable laws and regulations.
15. I have read and understood the risks associated with this instruction through SC Shilingi Mutual fund platform and have agreed that these risks will be my responsibility. I hereby release SCBU from all losses, claims, legal actions, claims, billings, expenses incurred by SCBU in any form and for any reason, which may be related or not related with my instructions.  
I agree that SCBU are not liable or obliged to provide any compensation for losses or costs incurred due to force majeure which includes but are not limited to natural disasters, riots, bombings, terrorist attacks, wars or armed conflicts, social unrest, sabotage, and demonstrations and government policy.
16. Instructions sent through the SC Shilingi Mutual fund platform are subject to both SCBU's internal policies. The Bank reserves the right to stop providing the SC Shilingi Mutual fund platform at any time with reasonable notice.
17. I agree to be subject to the terms and conditions of the unit trust investment products. Should the issuer make any changes to the terms and conditions of the product, SCBU will provide me with information as appropriate.
18. I understand and accept the Terms and Conditions of transactions carried out through the SC Shilingi Mutual fund platform summarised as follows:
  - a) Instructions given by me or given using my user ID and/or password will be regarded as instructions made for and on my behalf, which are binding, and I will be subject to risks associated with the instructions.
  - b) I agree that I will not dispute the validity, admissibility and enforceability of this document and such Terms and Conditions only on the basis that they are in electronic form.
  - c) The SC Shilingi Mutual fund platform is usually available for use during normal operating hours or at the times set out in any applicable guidelines or otherwise to you. However, routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always

possible for the SC Shilingi Mutual fund platform to be available during all normal operating hours, which you accept.

- d) The availability and proper functioning of the SC Shilingi Mutual fund platform depends on many variable circumstances, including location, mobile network and internet availability, signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone, and computer.

19. I understand that the SC Shilingi Mutual fund platform may not be used at certain times, particularly during routine maintenance periods.
20. I agree that prior to accessing or using the SC Shilingi Mutual fund platform outside of Uganda, I will ensure that accessing and using the SC Shilingi Mutual fund platform is permitted by the rules and regulations applicable in that country.
21. I agree that SCBU reserve the right to revoke or suspend my right to use the SC Shilingi Mutual fund platform should it be required by applicable laws and/or SCBU's internal policies.
22. I agree that I will be responsible for maintaining the secrecy and use of user ID and password to the SC Mobile app. I will immediately notify the Bank should I be aware of any loss, theft or misuse of my user ID or password. If I do not notify the Bank or do not comply with these Terms and Conditions, I agree to assume all risks and responsibilities for misuse of instructions and to release the Bank from all losses, costs and expenses incurred in connection with misuse of the instructions.
23. I understand that there may be changes in the price, exchange rate, fee or any other factors that may impact my transaction. SCBU reserves the right to act as per the instructions provided. SCBU is not obliged to notify me, and I will not expect SCBU to notify me, should the possibility of losses arise due to my instructions.
24. Prior to providing instructions, I will ensure that I have fully understood the financial aspects, fees, commissions, or other aspects of the transaction that I will be responsible for.

25. These Terms and Conditions are governed by the laws of Uganda.
26. General Data Protection Regulation (GDPR): I acknowledge that to enable SCBU to fulfil the contract between us for the products or services I have requested, SCBU need to process my personal data.
27. I understand that my personal and transactional data relating to this application will be processed in the Amazon Web Services cloud where it will be automatically encrypted. Subject to applicable local laws on data protection, I hereby consent for SCBU and SCB to process (including but not limited to collecting, recording, storing, and retrieving) my personal and transactional data relating to this application in the cloud.

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Standard Chartered Bank Uganda Limited is regulated by Bank of Uganda. Customer deposits are protected by the Deposit Protection Fund up to UGX 10 million. Terms and conditions apply.