



Form No  (For CBK use only)

Date: .....

**DECLARATION OF ULTIMATE BENEFICIARY FOR NATURAL PERSONS (INDIVIDUALS) AND BUSINESS NAMES FOR GOVERNMENT SECURITIES OPERATED BY CUSTODIANS (COMMERCIAL AND INVESTMENT BANKS)**

Details to be submitted with regard to ultimate beneficiaries of CBK CDS Custodial / Client and Nominee Accounts as at \_\_\_\_\_

**For Natural Persons**

CDS Portfolio Name and No \_\_\_\_\_

Full names of client \_\_\_\_\_

ID/Passport Number \_\_\_\_\_

Nationality \_\_\_\_\_

Telephone \_\_\_\_\_

Postal Address \_\_\_\_\_

Physical Address \_\_\_\_\_

Email address \_\_\_\_\_

PIN number \_\_\_\_\_

I/We declare that we have conducted Customer Due Diligence on the natural persons /Business name as required by Section 45 of Proceeds of Crime & Anti-Money Laundering Act (No. 9 of 2009) and Regulations 12 & 13 of Proceeds of Crime & Anti-Money Laundering Regulations, and confirm that all monies invested in this account are not proceeds of crime as defined in the Proceeds of Crime & Anti-Money Laundering Act, and that we will provide Central Bank of Kenya with all documents and information relating to the account holder(s) upon request.

Signed by:

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Authorized Signatory**

**Authorized Signatory**

**TERMS AND CONDITIONS OF THE MANDATE CARD FOR CDS ACCOUNT OPENING.**

- 1) *I/We hereby apply to open or change my particulars with respect to my/our Central Depository for Government Securities (CDS) account.*
- 2) *I/We undertake to give all instructions affecting the account in writing and as per the mandates held by the Central Bank of Kenya (CBK).*
- 3) *The Bank has the discretion to open or change the status of any account without giving any reasons.*
- 4) *The Bank reserves the right to decline processing any transactions relating to government securities with respect to any account where it finds sufficient reason to do so.*
- 5) *If monies remitted to the investor's account are returned to CBK these will be held by the Bank in a non-interest earning account until appropriate disposal arrangements will have been processed.*
- 6) *Transactions with respect to any CDS account may be constrained by a court order.*
- 7) *The Bank reserves the right to change rules and regulations, procedures and requirements with respect to CDS accounts without notice or having to provide any explanations.*
- 8) *The applicant(s) shall authorize his Commercial Bank/Financial Institution to provide information sought by the CBK as part of the due diligence process.*
- 9) *CDS account holders may be required to update their CDS account particulars.*
- 10) *I/We agree and undertake to comply with all rules, regulations and requirements made by the bank from time to time with respect to Central Depository for Government Securities (CDS) accounts.*
- 11) *"The Bank, shall without prior notice to the investor Set-Off funds in this CDS account against any due and payable amount owed to the Bank. The Bank will not be liable for the dishonor of any payment when the dishonor occurs because of the Set-Off of a debt against this CDS account. The Investor agrees to hold the Bank harmless from any claim arising as a result of the Bank exercising its right of Set-Off".*
- 12) *I/we agree to at all times fully and effectively indemnify you and keep you fully and effectively indemnified against all actions, suits, proceedings, claims, demands, losses, charges, penalties, fees, fines, costs, debts, interests, legal fees (on a full indemnity basis) and expenses whatsoever made, taken brought instituted, imposed, suffered, incurred, prosecuted or payable in any way howsoever against or by you and any person arising out of or incidental to all matters relating to my/ our account with you including without limitation the agreements, undertakings and covenants herein. Your right of indemnity conferred herein shall continue in full force and effect and shall continue to subsist hereafter notwithstanding the suspension, termination or closure of my/our account with you.*
- 13) *I/We declare that the funds to be invested for the purchase of securities will not be funds derived from any money laundering activity or funds generated through the financing of terrorist or any other illegal activity.*
- 14) *I/We hereby authorise the Bank to disclose and/or obtain information relating to my/our account to and from any institution or third party as it deems necessary.*
- 15) *I/we warrant that all information provided on the application or such other information provided from time to time, is accurate and complete, and that Bank may rely on the information provided. I/we undertake to notify the Bank of any change in the information provided including any information and/or documents provided to the Bank in writing within seven (7) business days.*
- 16) *The Bank shall automatically close CDS accounts that are inactive for a period of one year without prior notice.*
- 17) *To the maximum extent permitted by law, I/we acknowledge that the Bank will not be liable to me/us or anyone else for any loss or damage, whether direct or indirect, special, incidental or consequential or economic (including loss of profits and opportunity costs)*
- 18) *These terms and conditions shall be governed by and interpreted in accordance with Kenyan Law. Any action or proceedings arising out of or concerning these terms and conditions shall be exclusively within the jurisdiction of the Kenyan Courts.*
- 19) *I/We hereby undertake to provide the Bank with any information and documents that the Bank may require from time to time.*
- 20) *I hereby confirm that I have read and understood the above terms & conditions and agree to be bound by them.*

Signature\_\_\_\_\_

Date: \_\_\_\_\_

Signature\_\_\_\_\_

Date: \_\_\_\_\_