



# **Account Opening Information File**

TREC Holder No.: DSE -300 Reg. No.- 3.1/DSE-300/2022/647

Name:								
Trading Account Number :								
BO ID Number : 1 2 0 6 6 1 0 0								
Mailing Address :								
Mobile No :								
E-mail:								

Depository Participant (DP) No.: 66100

TREC Holder No.: DSE-300

Paramount Heights (8<sup>th</sup> Floor), 65/2/1, Box Culvert Road, Purana Paltan, Dhaka-1000.

1st Applicant's Photograph		2nd Applicant's Photograph
	SIGNATURE CARD	
Client Code : BO Account No. 1 2 0 6 6 1 0		
A/C Holder	Name of A/C Holder	Signature
First A/C Holder		
Second A/C Holder		
Third A/C Holder (Ltd. Co. Only)		
Name of Authorised Person/ Operator		
Name of Nominee		
Name of Power of Attorney		
	FOR OFFICE USE ONLY:	
Authorised Officer :	Approv	red by :
Signature :		ıre :
Name :	Name :	

#### **Requirements For Bo Account Open**



## **BO ACCOUNT OPENING CHARGES**

- BO Account Opening Form Charge Tk. 500/- (Non Refundable)
- BO Account Opening Charge Tk ......(Non Refundable)
- BO Account Maintenance Fee Tk.....(Yearly)

## **NDIVIDUAL / JOINT ACCOUNT:**

- 1. Account to be Introduced by an Existing A/C Holder.
- 2. Recent Passport Size Photograph (3 copies) of A/C Holder and on the opposite side of the Photographs, A/C Holder's signature must be attested by introducer.
- 3. Recent Passport size Photograph (2 copies) of Nominee and on the opposite side of the Photographs, Nominee's signature must be attested by A/C Holder.
- 4. National ID / Bank Certificate mentioning Father's Name, Mother's Name, Signature of the applicant attested by Branch Manager.
- 5. Recent Passport size Photograph of Authorized person (if applicable) must be attested by A/C Holder.
- 6. At Least One Nominee is Mandatory for Inidividual and Joint Account.

## **COMPANY:**

- 1. Board resolution.
- 2. Memorandum and Articles of Association.
- TIN/BIN Certificate.
- 4. Trade License/ Certificate of Incorporation.
- Photocopy of Certificate of Citizenship / Passport /National ID / Driving License/Ward Comissioner Certificate.
- 6. Recent Passport size Photograph (3 copies) of Authorized person.
- 7. Bank A/C Statement of the Company duly authenticated by the Bank.
- 8. Bank Certificate of the Company duly authenticated by the Bank.
- 9. Form XII and Schedule X (Annual Return)



# TERMS AND CONDITIONS FOR OPENING A BROKERAGE ACCOUNT DECLARATION

I/we the undersigned whose information is given in the Brokerage Application Form hereby request to be registered as a client of **SBI SECURITIES LIMITED** to open a brokerage account in my/our/company name, I/we further agree and confirm that the account hereby requested to be opened by me/us shall be held and be governed by the terms and conditions of this agreement as provided hereinafter and as may be modified from time to time by **SBI SECURITIES LIMITED** 

#### **TERMS AND CONDITIONS**

Instructions: A written instruction shall be given to **SBI SECURITIES LIMITED** from time to time to purchase and/or sell Investments (which shall mean and include stocks, debentures, mutual funds and private placement) on behalf of the account holder. On receipt of such instructions along with a cash deposit or delivery of shares, **SBI SECURITIES LIMITED** shall, so far as **SBI SECURITIES LIMITED** considers it reasonably practicable, purchase and/or sell Investments in accordance with those instructions, provided that (i) Any such dealings do not contravene any applicable laws or regulations, (ii) **SBI SECURITIES LIMITED** shall have an absolute discretion to accept or reject purchase/ sell instructions and (iii) Account holder's instruction shall include the following details.

- ♦ The name of the Investment.
- Quantity.
- ♦ Price with notification of limit or discretion.
- ♦ The duration of the order.
- ♦ The nature of the lot (i.e.scrip size) for sale or the desired format for purchase order (See Note below).
- ♦ The order should specify completion formats of:
  - All or partial fill with minimum trade value or number of shares.
  - Mode of execution i.e. DVP (delivery versus payment)/NON DVP (non delivery versus payment).

(**Note:** The number of shares constituting a "market lot" may change. A Seller must include the exact format of their holding. This has a direct impact on market pricing given the predominantly retail nature of the market. Trades may fail where non-agreed lot sizes are delivered.)

**Joint Accounts:** If this is a joint account, unless the account holders notify **SBI SECURITIES LIMITED** otherwise and provide such documentation, as **SBI SECURITIES LIMITED** may require, the brokerage accounts (s) shall be held by the account holders jointly with rights or survivorship (payable to either of the survivor). Under these terms and conditions each joint account holder irrevocabley appoints the other as attorney to take all action on his or her behalf and to represent him or her in all respects in connection with this agreement. **SBI SECURITIES LIMITED** shall be fully protected and indemnified in acting but shall not be required to act upon the instructions of either of the account holder, who shall be liable, jointly and severally, for any amounts due to **SBI SECURITIES LIMITED** persuant to this agreement, whether incurred by either or both of the account holders.

**Jumbo and Market Lots:** When an account holder wishes to sell stock, he/she must inform **SBI SECURITIES LIMITED** as to the format of the lot being sold, for example 5000 shares in 10's and 2000 in 5's (Jumbo lots are difficult to split with the company and so face a considerable discount to market price).

**Risk:** The account holder (s) understand (s) that the stock market Is a rapidly changing market and that there is an inherent risk in incurring loss In share dealings, which **SBI SECURITIES LIMITED** is not in anyway whatsoever liable and/or responsible for the share dealings of the account holder.

**Limit Orders:** While **SBI SECURITIES LIMITED** will endeavor to purchase or sell the Investment within the limits of the prices that may be notified by the account holder, **SBI SECURITIES LIMITED** does not gurarantee or assure that the transactions will be materialized on such notified limits. **SBI SECURITIES LIMITED** will always endeavor to obtain the best price.

**Agents: SBI SECURITIES LIMITED** is authorized to employ other brokers as agents to perform all or part of its duties under these terms and conditions and to provide information regarding the account to such agents. **SBI SECURITIES LIMITED** may seek and act on an opinion from any lawyer, accountant or professional adviser or other expert and shall not incur any liability by acting upon such opinion.

**All Rules and Regulations of the Stock Exchange (s):** All transactions duly concluded through and recognized by the Dhaka Stock Exchange Limited (DSE) is governed by the respective rules of DSE relating to trading and settlement in particular and will be binding on both the parties concerned.



**Payment and Disclosure : SBI SECURITIES LIMITED** shall not be obliged to make any payment on behalf of the account holder. **SBI SECURITIES LIMITED** may disclose information regarding the account holder or his/her dealings in relation to this agreement to any department of the government or public body upon request, whether or not such request is in fact legally enforceable, and **SBI SECURITIES LIMITED** will not be liable in any way to account holder for so doing.

**Cancellation Provisions : SBI SECURITIES LIMITED** is authorized, in its absolute discretion, should be undersigned die or should **SBI SECURITIES LIMITED** for any reason whatsoever deem it necessary for its protection, without notice, to cancel any outstanding order s in order to close out the accounts of the account holder, in whole or in part, or to close out any commitment made on behalf of the account holder.

**Indemnity:** In the event of a default, omission or act committed by **SBI SECURITIES LIMITED** as a broker/member of the DSE the account holder shall be indemnified if and only as provided by the Rules and Regulations of the DSE.

Confirmations and Settlements: SBI SECURITIES LIMITED shall use its best endeavors to provide the account holder with (a) written comfirmation of each transaction it has effected on instructions; and (b) contract notes (in such form as SBI SECURITIES LIMITED shall determine) setting forth (i) details of the trade date, value date, settlement date, quantity, price commission rate and DSE "Howla" number equivalent provided also that the account holder does hereby agree and undertake to confirm in writing beforehand of all its/ their instructions.

**Fees and Expenses:** The account holder will pay a brokerage commission of ................%, and any other related expenses as charged that may change from time to time be applicable. Every transaction concluded through and recognized by the DSE is subject to transaction levies or other fees imposed by the DSE. The account holder understands, acknowledges and accepts that the rate of commission may be changed from time to time at the discretion of **SBI SECURITIES LIMITED** 

**Set-off: SBI SECURITIES LIMITED** shall be entitled to, in respect of all commission, costs, charges or expenses, set off from any monies from time to time held by **SBI SECURITIES LIMITED** for the account holder and if such monies are insufficient for the purpose, to sell any Investments held by **SBI SECURITIES LIMITED** or any of its agents on behalf of the account holder.

**Termination:** This agreement will stand terminated:

- i) Upon the expiry of the period of this Agreement unless renewed upon mutual agreement between **SBI SECURITIES LIMITED** and the Account Holder.
- ii) Before the expiry of the period of this Agreement, if either **SBI SECURITIES LIMITED**or the Account Holder gives ........................ months' notice. Termination shall not absolve the parties from completing accounts and adjusting any outstanding dues or respective rights and obligations under this agreement.
- iii) If the account holder fails to make payment for any transaction upon due notice for a period of......days.

**Assignment:** The benefits/rights and burdens/obligations of this Agreement is capable of assignment by both the account holder and **SBI SECURITIES LIMITED** without the consent of the other but the notice of assignment must be given to the other in writing.

**Force Measure : SBI SECURITIES LIMITED** shall not be liable for any loss, damages, expenses, costs or otherwise resulting directly or indirectly from any Government restriction, exchange ruling, suspension of trading, war, strike, national disaster of any other event or measured circumstance beyond its control.

Forged Shares: SBI SECURITIES LIMITED shall not be liable or responsible for any shares that are found to be forged.

However, SBI SECURITIES LIMITED will make every attempt to replace the forged shares from the seller.

Law: The terms and conditions contained herein shall be governed by and be construed in accordance with the laws of Bangladesh.

#### **Notices:**

- (a) All notices, instructions or other communications shall be given in English and in writing (facsimile, telex, telegram, cable or letter) or orally and shall be sent to **SBI SECURITIES LIMITED** and the account holder at the address, fax and/ or telex number shown herein or at such other address as may be communicated by the parties here to in writing.
- (b) Proof of delivery or dispatch shall be:
- (i) in the case of a letter: dispatch of the letter duly stamped and addressed.
- (ii) in the case of facsimile, telex, telegram or cable on the day of dispatch with physical or actual confirmation.
- (c) All verbal notices, instructions or other communications should be confirmed in writing within 24 hours.

**Definitions:** Words defined herein save where a contrary meaning appears or such meaning is inconsistent with the context shall have this same defined meaning wherever used.



**Sums due:** For all purposes, including any legal proceedings, a certificate by any of **SBI SECURITIES LIMITED** officers confirming the monies and/or liabilities for the time being due and/or incurred to by the account holder shall be conclusive evidence thereof against him/her.

**Disputes and Resolution of Dispute:** In case of any dispute arising between **SBI SECURITIES LIMITED** the and the account holder in connection with the interpretation or enforcement of the terms and conditions contained herein, attempts should be made to settle the matter amicably, in case of failure to settle the matter amicably, the same shall be referred to arbitration of two arbitrators, each to be nominated by the parties who shall also appoint an Umpire. The decision of the arbitrators, so nominated, shall be binding for both the parties. The arbitration shall be conducted in accordance with the Arbitration Act. 2001.

I/we have read the terms and-conditions contained above and agreed with such terms and conditions, I/we put my/our/company seal and signature on this the day of ......20 .......20

	_	
Signature of the Account Holder		Signature of the Joint Account Holder
Vitnessed by :		Witnessed by :
Signature :		Signature :
Name :		Name :
Address:		Address:



# **BO Account Opening Form** (Bye law 7.3.3(b))

Form 02

Named Account Holder's correspondence address.
Application No. Date (dd/mm/yyyy)
Please Tick whichever is applicable
BO Account Category: Regular Omnibus Clearing BO Account Type: Individual Company Joint Holder
Name of CDBL Participant (Up to 99 Characters)  SBI SECURITIES LIMITED
CDBL Participant ID BO ID Account Openint date (dd/mm/yyyy)
66100 12066100
I/We request you to open a BO Account in my/our name as per the following details:
1. First Applicant
Full Name of Account Holder (Up to 99 Characters)
Short Name of Account Holder (Insert full name starting with the Title i.e. Mr./Mrs./Ms./Dr. abbreviate only if over 30 characters)  Titel i.e. Mr./Mrs
(In case of a Company /Firm/Statutory Body) Name of the Contact Person
In Case of Individual Male Coccupation————————————————————————————————————
Father's/Husband's Name
Mother's Name
2. Contact Details
Present Address —
Present Address ———————————————————————————————————
Tolombono Mo
City Post Code State/Division Country Telephone No
Mobile Phone No Fax No E-mail
Mobile Phone No Fax No E-mail  Permanent Address
Mobile Phone No E-mail  Permanent Address  3. Passport Details
Mobile Phone No Fax No E-mail  Permanent Address
Mobile Phone No E-mail  Permanent Address  3. Passport Details
Mobile Phone No Fax No E-mail  Permanent Address  3. Passport Details  Passport No Issue Place Issue Date Expiry Date  4. Bank Details  Routing Number Bank Account Number
Mobile Phone No Fax No E-mail
Mobile Phone No
Mobile Phone No Fax No E-mail
Mobile Phone No
Mobile Phone No Fax No E-mail



# **BO Account Opening Form**

(Bye law 7.3.3(b))

7. Account Link Request										
Would you like to create a link to your existing Depository Account?  If yes, then please provide the Depository BO Account Code (8 Digits):										
8. Nominees/Heirs										
If account holder (s) wish (es) to nominate a person (s) who will be entitled to receive all securities outstanding in the account in the event of death of the sole account holder/all the joint account holders, a separate nomination Form 23 must be filled up and signed by all account holders and the nominees including names of nominees, relationship with first account holder, percentage of distribution and contact details. If any nominee is minor, guardian's name, address and relationship with nominee must be provided.										
9. Power of Attorney (POA)										
			e the account a separate Form 20 m older and a POA document lodged v							
10. To be filled in by the Sto	ock Brocker /Stock Exchange in c	ase the application is for ope	ening a Clearing Account							
Exchange Name :	Trading ID No	DSE	Trading ID No.	CSE						
11. Photograph										
Please p recent pa size Photog 1st Applic Authori Signatury of Limited (	ssport yraph of ant or zed in case Co. only	Please paste recent passport size Photograph of 2nd Applicant or Authorized Signatury in case of Limited Co. only	Please paste recent passport size Photograph of Authorized Signature in case of Limited Co. only							
Signatory in Case of L		Signatory in Case of Ltd. Co.	Case of Ltd. Co.							
12. Standing Instructions										
	e facsimile (fax) transfer instruction	ns for delivery. Yes	No L							
understood the same and I /w the particulars given by me/of false/misleading information of Applicants	e agree to abide by and to be boun us are true to the best of my/our given by me/us on suppression of a	nd by the rules as are in force fro knowledge as on the date of	are in force now have been read by me/u om time to time for such account. I/We a making such application. I/We further y/our account liable for termination and d. Co. Signature wit	also declare that agree that any d further action.						
First Applicant Second Applicant										
3rd Signatory (Ltd. Co. only)										
14. Special Instructions on o	pperation of Joint Account									
Either of Survivor  Account will be operated		an operate	Any two will operate with any one of the							
15. Introduction										
Introduction by an existing a	ccount holder		Depository Participant's Name							
I confirm the indentity, occup	oation and address of the Applican	t (s)								
Signature of Introdu	cer	Account ID N	Introducer's Name							



#### **BO Account Nomination Form**

CDBL Bye Laws Form 23

Please complete all details in CAPITAL letters. Please fill up all names correctly. All communication shall be sent only to the correspondence address of only the first Named Account Holder as specified in BO Account Opening Form 02 Date (dd/mm/yyyy) Application No. **SBI SECURITIES LIMITED** Name of CDBL Participant (Up to 99 Characters) Account Holder's BO ID | 1 | 2 | 0 | 6 | 6 | 1 | 0 | 0 | CDBL Participant ID 6 6 1 0 0 Name of Account Holder (Insert Full name starting with the Title i.e. Mr./Mrs./Ms.Dr.abbreviate only if over 30 characters) I/We nominate the following person (s) who is/are entitled to receive securities outstanding in my/our account in the event of death of the sole holder or all the joint holders. 1. Nominee/Heirs Details Nominee 1 Name in Full: -Short Name of Nominee 1 (Insert full name starting with the Title i.e. Mr./Mrs./Dr. abbreviate only if over 30 characters) Titel i. e. Mr./Mrs. Parcentage (%) Relationship with A/C Holder \_\_\_ Address \_ Country — \_\_\_\_\_ State/Division \_\_\_\_ —— Post Code —— Mobile Phone No. \_\_\_ \_\_\_ Fax \_\_\_\_\_ Place of Issue \_\_\_\_\_\_ Date of Issue \_\_\_\_\_ NID/Passport No. \_\_\_ Expiry Date \_\_ Non Resident Nationality — Residency: Resident — Date of Birth (dd/mm/yyyy) Guardian's Details (If Nominee is a Minor) Name in Full Short Name (Insert full name Title i.e. Mr./Mrs./Ms./Dr. abbreviate only if over 30 characters) Relationship With Nominee: \_ Maturity Date of Minor (dd/mm/yyyy) Date of Birth of Minor (dd/mm/yyyy) City — Post Code — State/Division — Country — Telephone No. — Mobile Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_ Place of Issue — Expiry Date — Expiry Date — Passport No. —

Residency : Resident Non Resident Nationality — Date of Birth (dd/mm/yyyy)



## **BO Account Nomination Form**

CDBL Bye Laws				Form 23						
Nominee 2 Name in Full										
Short Name of Nominee 2 (Inse	rt full name starting	with the Title i.e. Mr./M	rs./Ms./Dr. abbreviate only if over 3	0 characters) Titel i.e. Mr./Mrs.						
Relationship with A/C Holder _			Percentage (%)							
Address —										
City Post Code State/Division Country Telephone No										
Mobile Phone No Fax No E-mail										
Passport No.	Pla	ce of Issue	Date of Issue	Expiry Date ————						
Residency: Resident No	n Resident I	Nationality ————	Date of Birth (dd/mi	m/yyyy)						
Guardian's Details (If Nomi										
Short Name (Insert full na	me strating with Ti	itla i a Mr /Mrs /Ms /	Dr. abbreviate only if over 30 c	haractors)						
Short value (miser trui na		THE I.E. IVII./IVII 3./IVI3./	DI. abbieviate only il over 30 c							
Relationship With Nominee	2:									
Date of Birth of Minor (dd/m	m/yyyy)		Maturity Date of Minor (dd/mm/	уууу)						
Address —										
City — Post Code		State/Division	Country	_ Telephone No						
Mobile Phone No.		Fax	E-mail							
Passport No.		Place of Issue	Date of Issue	Post Code ————						
Residency: Resident No	n Resident	Nationality —	Date of Birth (dd/mi	m/yyyy)						
2. Photograph of Nominees	s/Heirs									
Please Paste recent Passport Size Photograph		ise Paste recent rt Size Photograph	Please Paste recent Passport Size Photograph	Please Paste recent Passport Size Photograph						
rassport size rifotographi	rasspo	it size rilotograpii	rassport size rilotograph							
Nominee/Heir 1	Noi	minee/Heir 2	Guardian 1	Guardian 2 Signature						
Naminas/Usir 1		Name		J.g.iaca.c						
Nominee/Heir 1										
Guardian 1										
Nominee/Heir 2										
Guardian 2										
First Account Holder Second Account Holder										



#### **Customer Account Information From**

Form 1A [ Sec rule 8 (1), (CCC)]

Internal Ref. No.  Account Type: Cash  I/We request you to open a	·	·		te (dd/mm/yyyy)	
1. First Applicant					
Name in full of Account Holde	er				
(In case of a Company/Firm) N	Name of Contact Person:				
	le Female	Occupation —	———— Designation .	Date of Birth	
Father's/ Husband's Name —		·			
Mother's Name					
2 Courte et Doteille					
2. Contact Details					_
Addrpss ———————————————————————————————————			District .	Resident Non Rpsident Country :	_
				x No	
	Mot	one No	ra.	X NO	
3. Passport Details					
Passport No./NID No	Place o	of Issue	Date of Issue	Expiry Date :	
4. 2nd Applicant					
				d Designation :	
Date of Rirth :					
Mother's Name :					
		Town/Citv :	Post Code :	District :	
5. Particulars of Nominee	(s)				
	Il the joint holders, the ur	nder noted portion mu	st be filled up and sign	tanding in the account in the event of death ed by all account holders and the nominee as follows:	
6. Particulars of Nominee	(s)				
Nominee 1 Name in Full:				Date of Birth :	
Father's/Husband's Name : —				% of Share :	
Mother's Name :	Rela	ationship with the 1 st app	licant:	2nd applicant :	
Address :			NI	D/Passport No.	
Town/City:	- Post Code :	—— District : ———	Nominee's Sig	nature :	
Nominee 2					
				Date of Birth :	
				% of Share :	
				2nd applicant :	
				D/Passport No.	
Town/City:	- Post Code :	— District : —	Nominee's Sig	nature :	



## **Customer Account Information Form**

Photograph (1st Nominee)	I / We do hereby preserve the right to change the above nominee(s) in writing to the Company if necessary  Signature (1st applicant)  Signature (2nd applicant)	Photograph (2nd Nominee)
Attested by the Applicant(s)		Attested by the Applicant(s)
7. Special instructions (if any)		Signature
8. Name & Address of the authorized person	9	Signature
9. Power of Attorney		
If account holder (s) wish (e giving name & contact deta	s) to give a Power of Attorney to operate the account, a separate Form-20 must b ils of the POA holder.	e filled and signed by all A/C holders
10. Standing Instructions		
I/We authorize to receive/exe	ecute facsimile (fax) instruction(s) sell/buy  Yes  No	
11. Special Instruction on o	peration of Joint Account	
Either of Survivor	Any one can operate Jo	oint operation
Officer/Directorofany stock	e exchange/listed company  Yes No	
Account with other members of yes, please mention the name	er, if any:  Yes No ne of the member with Account number:	
12 Declaration		
understood the same and I/w the particulars given by me/	HAKA BANK SECURITIES LIMITED pertaining to open an account which are in force agree to abide by and to be bound by the rules as are in force from time to time fo fus are true to the best of my/our knowledge as on the date of making such appropriate given by me/us or suppression of any material fact will render my/our account liable for the suppression of any material fact will render my/our account liable for the suppression of any material fact will render my/our account liable for the suppression of any material fact will render my/our account liable for the suppression of t	r such account. I/We also declare that lication. I/We further agree that any
Applicants	Name	Signature
First Applicant		
Second Applicant		
Third Applicant		
13. Introduction		
Address		
Internal Ref No.	[ .	
Name of the Introducer:	Signature :	
Date entered by :		Account Opened
	Scanning BLUECHIP Office Branch Incharge	Authorized Signatory



# **Power of Attorney (POA) Form**

CDBL Bye Laws Form 20

	in CAPITAL letters. Please fill all names correctly. All cor First Named Account Holder as specified in BO Account Openi							
Application No	Date (dd/n							
	ull name starting with the Title i. e. Mr./Mrs./Ms./Dr. abbreviate only if over	BL Participant ID 6 6 1 0 0  30 characters)						
	lolder's (Insert full name Title i.e. Mr./Mrs./Ms./Dr. abbreviate only if over	30 characters)						
Short value of rower of retainey		Titel i.e. Mr./Mrs.						
1. Power of Attorney Holder Address								
•	State/Division: Country : E-mail							
2. Power of Attorney Holder								
Passport No.  3. Other Information of Powe	Issue Place Issue Date	—— Expiry Date —————						
Residency: Resident Non Resident Nationality Date of Birth (dd/mm/yyyy)  Power of Attorney Effective From D D M M Y Y Y Y D D D M M Y Y Y Y Y  Remarks (Insert reference to POA Document i.e. Specific POA or General POA etc.):								
4. Photograph of Power of Atto		Please paste recent Passport Size Photograph						
5. Declaration								
understood the same and I/We ag particulars given by me/us are tru	pository and CDBL Participant Pertaining to an account which are in force no ree to abide by and to be bound by the rules as are in force from time to time to the best of my/our knowledge as on the date of making such application. Oppression of any material fact will render my/our account liable for termination.	for such account. I/We also declare that the I/We further agree that any false/misleading						
Applicants	Name of Applicamts/Authorized Signatories in case of Ltd. Co.	Signature with date						
POA Holder								
First Applicant								
Second Applicant								
3rd Signatory (Ltd. Co. only)								



# Central Depository Bangladesh Ltd. (CDBL) Depository Account (BO Account) Opened with DBL Securities Ltd. Participant Terms & Conditions Bye Laws 7.3.3 (C)

#### CDBL Participant, Dhaka / Chittagong / Sylhet, Bangladesh

Dear Sir

Please open a depository Account (80 Account) In my/our name(s) on the terms & conditions set out below. In consideration of **SBI SECURITIES LIMITED**, situated at Paramount Heights (8<sup>th</sup> Floor), 65/2/1, Box Culvert Road, Purana Paltan, Dhaka-1000. (hereinafter called the "CDBL Participant\*) opening the Account providing depository account facilities to me/us, I/we have signed the BO Account Opening form as a token of acceptance of the terms & conditions set out below:

- 1. I/We agree to be bound by the Depositories Act 1999, Depositories Regulations 2000, the Depository (user) Regulations 2003, and abide by the Bye Laws and operating instructions issued from time to time by CDBL.
- 2. CDBL shall allocate a unique Identification number to me/us (Account Holder BO ID) for the CDBL Participant to maintain a separate Account for me/us, unless I/we Instruct the CDBL participant to keep the securities In an Omnibus Account of the CDBL participant The CDBL Participant shall however ensure that my/our securities shall not be mixed with the CDBL participant's own securities.
- 3. I/We agree to pay such fees, charges and deposits to the CDBL participant as may be mutually agreed upon for the purpose of opening and maintaining my/our Account for carrying out the instructions and for rendering such other services as are Incidental or consequential to my/our holding securities In and transacting through the said depository account with the CDBL participant
- 4. I/We shall be responsible for
  - (a) The veracity of all statements and particulars set out in the account opening form, supporting or accompanying documents;
  - (b) The authenticity and genuineness of all certificates and or documents submitted to the CDBL Participant along with or in support of the account opening form or subsequently dematerialization;
  - (c) Title to the securities submitted to the CDBL participant from time to time for dematerialization;
  - (d) Ensuring at all time that the securities to the credit of my/our account are sufficient to meet the instructions issued to the CDBL participant for effecting any transactlon/transfer;
  - (e) Informing the CDBL participant at the earliest of any changes in my/our account particulars such as address, bank details, status, authorization, mandates, nomination & signature etc.
  - (f) Furnishing accurate identification details whilst subscribing to any Issue of securities.
- 5. I/We shall notify the CDBL participant of any change In the particulars set out in the application form submitted to the CDBL participant at the time of opening the account or furnished to the CDBL participant from time to time at the earliest. The CDBL participant shall not be liable or responsible for any loss that may be caused to me/us by reason of my/our failure to intimate such change to the CDBL Participant at the earliest.
- 6. Where I/We have execute a BO Account Nomination form:
  - (a) In the event of my/our death, the nominee shall receive/draw the securities held In my/our account.
  - (b) In the event the nominee so authorized remains a minor at the time of my/our death, the legal guardian is authorized to receive/draw the securities held in my/our account (s).
  - (c) The nominee so authorized, shall be entitled to all my/our accounts to the exclusion of all other persons i.e. my/our heirs, executors and administrators and all other persons claiming through or under me/us and delivery of securities to the nominee in pursuance of this authority shall be binding on all other persons.
- 7. 1/ We may at any time call upon the CDBL participant to close my/our account with the CDBL participant provided no Instructions remain pending or unexecuted and no fees or charges remain payable by me/us to the CDBL participant In such event I/we may close my/our account by executing the account closing Form or If no balances are standing to my/our credit
  - In the account, in Case any balance of securities exist in the account, the account may be dosed by me/us In one of the following ways;
  - (a) By Rematerialization of all existing balances in my/our account
  - (b) By transfer of all existing balances in my/our account to one or more of my/our other accounts) held with any other CDBL partidpant (s).
- 8. CDBL Participant covenants that it shall
  - (a) Act only on the instructions or mandate of the Account Holder or that of such person(s) as may have been duly authorized by the Account Holder In that behalf
  - (b) Not effect any debit or credit to and from the Account Holder without appropriate instruction from Account Holder,
  - (c) Maintain adequate audit trail of the execution of the instructions of the Account Holder,
  - d) Not honor or act upon any Instruction for effecting any debit to the account of the Account Holder in respect of any securities unless,
    - (I) Such Instructions are Issued by the Account Holder under his/her signature or that of his/her/its constituted attorney duly authorized In that behalf.
    - (ii) The CDBL participant is satisfied that the signature of the Account Holder under which Instructions are Issued matches with specimen signature of the Account Holder or his/her/its constituted attorney available on the records of the CDBL participant
    - (iii) The balance of clear securities available in the Account Holders account are sufficient to honor the Account Holder's instructions.
  - (e) Furnish to the Account Holder a statement of his/her/its Account at the end of every month if there has been even a single entry or transaction during that month, and In any event once at the end of each financial year. The COBL participant shall furnish such statements at such shorter periods as may be required by the Account Holder on payment of such charges by the Account Holder as may be specified by the CDBL participant. The Account Holder shad scrutinize every statement of account received from the CDBL participant for the accuracy and veracity thereof and shall promptly bring to the notice of the CDBL participant any mIstake(s) inaccuracy or discrepancy in such statement.
  - (f) Promptly attend to all grievances/complaints of the Account Holder and shall resolve all such grievances/complaints as it relate to matters exclusively within the domain of the CDBL participant and shall forthwith forward to and follow up with Central Depository Bangladesh Limited (CDBL) ail other grievances/complaints of the Account Holder oh the same being brought to the notice of the CDBL participant and shall endeavor to resolve the same at the earliest.
- 9. The CDBL participant shall be entitled to terminate the account relationship In the event of the Account Holder.
  - (a) Failing to pay the fees or charges as may be mutually agreed upon within a period of one month from the date of demand made in that behalf
  - (b) Submitting for dematerialization any certificate or other documents of title which are forgery of the transfer fabricated, counterfeit or stolen or have been obtained by forgery or the transfer whereof is restrained or prohibited by any direction/rrder or decree of any court of the Securities & Exchange Commission
  - (c) Commits or participates in any fraud or other act or moral turpitude In his/her/its dealings with the CDBL participant.
  - (d) Otherwise misconducts hlmself/herseif in any manner

#### 10. Declaration and Signature:

I/We hereby acknowledge that I/we have read and understood the aforesaid terms & conditions for operating Depository Account (BO Account) with CDBL participant and agree to comply with them

Applicant (s)	Name	Signature With date
First Applicant		
Second Applicant		
3rd Signatory (Ltd. Co. Only)		



Signature

On behalf of Company

#### **DEED OF AGREEMENT**

This deed of agreement is made and executed on ...... **BETWEEN** SBI SECURITIES LIMITED a fully owned subsidiary of Head Office Paramount Heights (8th Floor), 65/2/1, Box Culvert Road, Purana Paltan, Dhaka. hereinafter referred as Stock Broker/Stock Dealer in the name & style SBI SECURITIES LIMITED at ONE PART. .................. 2. Mr./Mrs ...... 1. Mr/Mrs ..... herein after referred as Individual/Limited Company/Public Limited Company (client) who is an investor/seller/buyer of share & stock of the 2nd PART. Both the parties are agreed on the following terms and conditions: **TERMS AND CONDITIONS** "BROKER"shall mean SBI Securities Limited "BUYER" shall mean the person or company who intends to buy securities through the broker. "Purchase Order" shall mean the order to be given by the buyer to the broker for purchase of shares. "Seller" shall mean the person or persons or company who intends to sell his/her/their securities through the broker. "Securities Account" shall mean the account opened by the seller/buyer with the broker to sell/buy securities. "Settlement day'shall mean the days declared by the Stock Exchange, on which transactions carried out by the Broker on behalf of the seller/buyer at the Stock Exchange are settled/cleared with the Stock Exchange. "CDBL" shall mean Central Depository Bangladesh Limited which was incorporated on 20th August, 2000 in Bangladesh. **SELL ORDER** The seller shall deliver to the broker valid and negotiable documents, i.e.transfer documents duly completed and signed by the seller together with relative securities certificates with valid title, prior to placing a sale order. If for any reason whatsoever securities delivered by the seller turns out to be forged, invalid, worn out, torn or defaced, the defaulting seller shall be liable to his broker for any loss or damage sustained or incurred. The defaulting seller shall be liable to replace such securities along with all benefits attributable to such securities within two days discretion to square-up the transaction commencing from market day after the stipulated period (as above), at the seller's risk and the seller shall be liable to the broker for any loss or damage sustained or incurred. **PAYMENT TO SELLER** The Broker shall make payment to the seller on the settlement day subject to the overall cash balance of the seller's Securities Account." **PURCHASE ORDER** The Buyer shall pay the broker total value of the purchase order in the buyer's "Securities Account" prior to placing a purchaser order. **PAYMENT TO BUYER** The Buyer shall pay his broker on or before the settlement day balance amount (if any), including charge of all securities purchased by him during the period of dealing for that settlement, if the buyer defaults for whatever the reason, he/she shall be liable to his/her broker for all loss or damage sustained or incurred. In addition, to adjust the outstanding amount, if any, the buying broker shall have the absolute discretion, to resell commencing from the maker day after the day of settlement, the securities at the buyer's risk and the buyer shall be liable to the buying broker for any loss or damage sustained or incurred. **SETTLEMENT THROUGH CDBL** Since CDBL is involved in the settlement process client should follow the under mentioned rules: Client must maintain a Beneficiary Owner's account with any depository participant, and client must inform the broker his/her BO account No. with authentic document before placing any sell order client must transfer his/her shares from his/her BO account to broker's clearing account with related instruction. Client will pay the charges of CDBL, if transfer(s) the shares from clients BO account to broker's clearing account and clearing account to BO account. Broker's reserves the absolute right to deduct the charges at source where applicable related to client CDBL operation. Client will be liable for any losses or damage occurred due to wrong or incorrect information related to CDBL given by the client. **GOVERNING LAW** All transactions shall be subject to the rules and regulations of the Securities and Exchange Commission of Bangladesh, Dhaka Stock Exchange Limited, Chittagong Stock Exchange limited and other prevailing laws and regulations of Bangladesh and in Particular authority herein after granted by the client to the broker. **AUTHORITY OF THE BROKER** Broker reserves the absolute right for sale/buy/make adjustment/transfer any at client's risk in order to set off all losses, damages and debit amount/shares/securities of "Client Account" Client shall be bound to pay (in word Fifty paisa per hundred) charges as brokerage commission to broker for buy & sell and broker can change from time to time. Client shall be bound to furnish such other particulars, documents and/or information that may reasonably required from time to time. Broker shall have the right to change/modify terms and conditions when may deem necessary without any notice to the client. We hereby accept your above terms and conditions and declare that information given is true and correct. **1st Applicant** 1. Present Address .. 2. Permanent Address ... Signature **2nd Applicant** 1. Present Address 2. Permanent Address .....

Signature



## **Documents Check List**

(For Office Use Only)

dividual Account:  Photocopy of National ID.  Certificate of the Account Holder.  3 Copies Passport size Photograph of Account Holder (Signed by Account Holder).
int Account: Photocopy of National ID. Bank Certificate of the Account Holder. 03 Copies Passport size Photographs of Account Holder (Signed by Account Holder).  pminee: 02 Copies Passport size Photograph of Nominee (Attested by Account Holder). Photocopy of National ID of Nominee / Bank Certificate / Passport.
Photocopy of Birth Certificate nominee is a minor) Attested by Account Holder.
wer of Attorney: Photocopy of National ID / Bank Certificate / Passport of Power of Attorney (Attested by Account Holder).  O1 Copy Passport size Photograph of POA (Power of Attorney) (Attested by Account Holder).
On Resident Bangladeshi (NRB) Account:  03 Copies Passport size Photograph of Account Holder(s). Photocopy of Valid Passport and Visa. Work Permit or Salary Statement. Foreign Currency Account (F/C) Certificate & NITA Account Certificate. There must be an Authorized Person/POA (Power of Attorney) 01 Copy Passport size Photograph and Photocopy of National ID / Bank Certificate / Passport of Power of Attorney / Authorized Person (Attested by Account Holder).
O2 Copies Passport size Photograph of Nominee duly attested by Account Holder. Photocopy of National ID / Bank Certificate / Passport of Nominee (Attested by Account Holder). Photocopy of Trade License. Memorandum and Articles of Association. TIN/BIN Certificate. Bank Certificate. 03 Copies Passport size Photograph. National ID / Passport of the Authorized Person/Power of Attorney Holder Board Resolution related to: (1) BO Account Opening Decision. (2) Nominated Authorized Person/Power of Attorney Holder (3) Form XII and Schedule X (Annual Return).

**Customer Photo** 



Customer Photo

#### **Know Your Customer (KYC) Profile Form**

(Applicable only for BO Account)
(To be complied by the Account Opening Relationship manager)

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Signature of Principal Applicant

Signature of Joint Applicant

Note:

# **Our Services Include:**

- Securities trading facilities at Dhaka Stock Exchange terminal
- Margin Loan facilities
- Updating Capital Market and listed company related information
- BO Account opening
- Securities Dematerialization/ Rematerialization
- Settlement / transfer of traded securities
- > Statements of accounts, ladger etc.



