

# BDBL Investment Services Ltd.

## CUSTOMER ACCOUNT INFORMATION FORM

<b>Date</b>		<b>Client Code</b>		<b>BO ID No.</b>															
-------------	--	--------------------	--	------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

<b>Account Status:</b> Individual    Joint    Organization	<b>Account Category:</b> Local    NRB    Foreign    Joint Venture
<b>Account Type:</b> Cash    Margin	Special Remarks, if any :

### PARTICULARS OF PRINCIPAL APPLICANT

Full Name (in block letters):			
In case of an Organization, Name of CEO/MD			
Organizational Status:	TIN No.:		
Registration No.:	Date of Incorporation:		
Father's Name:			Recent Photograph of Principal Applicant or CEO/MD
Mother's Name:			
Spouse's Name (if applicable):			
Date of Birth:	Sex: Male    Female	Profession:	
Nationality:	National ID No.:	TIN Number (if any):	
Passport No.:	Place of Issue:	Date of Issue:	
Bank Name:	Branch :	Bank A/C No.:	
Present Address:		Permanent Address:	
Phone:	Fax:	Phone:	Fax:
Mobile:	e-mail	e-mail	

### PARTICULARS OF JOINT APPLICANT

Full Name (in block letters):			
Father's Name:			Recent Photograph of Joint Applicant
Mother's Name:			
Spouse's Name (if applicable):			
Relationship with the Principal Applicant:			
Date of Birth:	Sex: Male    Female	Profession:	
Nationality:	National ID No.:	TIN Number (if any):	
Passport No.:	Place of Issue:	Date of Issue	
Bank Name:	Branch:	Bank A/C No:	
Present Address:		Permanent Address:	
Phone:	Fax:	Phone:	Fax
Mobile:	e-mail	e-mail	

### SPECIAL INSTRUCTIONS (IF ANY)

--

## BDBL Investment Services Ltd.

PARTICULARS OF AUTHORIZED PERSON (IF ANY)					
Full Name (in block letters):					
Father's/Husband's Name:			Recent Photograph Of Authorized Person		
Mother's Name:					
Address:		_____ Signature of the Authorized Person with date			
Phone:	Fax:				
Mobile:	E-mail:				
PARTICULARS OF NOMINEE					
Particulars	Nominee 1	Nominee 2	Photograph of Nominee 1	Photograph Of Nominee 2	
Name & Address:					
Date of Birth:					
Relation:					
Share (%):					
If nominee is minor, name and relationship of legal guardian:			Signature of Nominee 1 or Legal Guardian	Signature of Nominee 2 or Legal Guardian	
Whether the customer(s) is / are an Officer or Director of any Stock Exchange/ Listed Company?			Yes	No	
If yes, please fill up the following particulars:					
Name & Address of the Stock Exchange / Listed Company			Relationship		
I/We the undersigned person(s) whose particulars are given above request you to register me/us as a Customer under the BDBL Investment Services Ltd. I/We confirm that the information furnished above are true and if anything wrong I/we shall be held responsible for that.					
Signature of Principal Applicant with date			Signature of Joint Applicant with date		
PARTICULARS OF INTRODUCER					
Account No. (If any):		I certify that I have known..... .....for the past..... years and confirm his/her/their signature, occupation, address and other particulars elsewhere in the application.			
Name and Address:					
Contact Number :					
			Signature of Introducer with date		
FOR OFFICIAL USE ONLY					
A/C Open Date			Account No.		
Account may be opened.					
Checked by		Recommended by		Signature of Approving Authority with date	

# BDBL Investment Services Ltd.

## BO ACCOUNT OPENING FORM

(CDBL Bye Law 7.3.3 (b))

Please complete all details in CAPITAL letters. **Please fill all names correctly.** All communications shall be sent only to the First Named Account Holder's correspondence address.

Application No.....  
.....

Date (DD-MM-YYYY):

Please Tick whichever is applicable

<b>BO Category:</b> Regular	Omnibus	Clearing	<b>BO Type:</b> Individual	Joint Holder	Company
-----------------------------	---------	----------	----------------------------	--------------	---------

Name of CDBL Participant (Up to 99 Characters): <b>BDBL Investment Services Ltd.</b>																	
CDB L Participant ID						BO ID						Account Opened Date (DD-MM-YYYY)					

1/ We request you to open a Depository Account in my/our name as per the following details:

<b>1. FIRST APPLICANT</b>																					
Name in full of Account Holder (Up to 99 Characters):																					
Short Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters)												Title i.e. Mr./Mrs./Ms./Dr.									
(In case of a Company / Firm / Statutory Body) Name of Contact Person:																					
In case of individual: Male      Female      Occupation (30 Characters):																					
Father's / Husband's Name:																					
Mother's Name:																					
<b>2. CONTACT DETAILS:</b>																					
Address :																					
City:				Post Code:				State/Division:				Country:									
Telephone:				Fax:				Mobile:				e-mail:									
<b>3. PASSPORT DETAILS &amp; NATIONAL ID NO.:</b>																					
Passport No.:				Issue Place:				Issue Date:													
Expiry Date:				National ID No.:																	
<b>4. BANK DETAILS</b>																					
Bank Name:						Branch Name:						Account No									
Electronic Dividend Credit: Yes      No				Tax Exemption if any: Yes      No				TIN / Tax ID:													
<b>5. OTHERS INFORMATION</b>																					
Residency: Resident				Non Resident				Nationality:				Date of Birth (DD-MM-YYYY):									
Statement Cycle Code : Daily				Weekly				Fortnightly				Monthly				Other (Please Specify):					
Internal Reference No. (To be filled in by CDBL Participant) :																					
In case of Company) Registration No. :										Date of Registration (DD-MM-YYYY):											
<b>6. JOINT APPLICANT (SECOND ACCOUNT HOLDER)</b>																					
Name in full of Account Holder (Up to 99 Characters):																					
Short Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters)												Title i.e.Mr/Mrs./Dr									
<b>7. ACCOUNT LINK REQUEST</b>																					
Would you like to create a link to your existing Depository Account?      Yes      No																					
If Yes furs then please provide the Depository BO Account Code (Last 8 Digits) :																					



# BDBL Investment Services Ltd.

## POWER OF ATTORNEY (POA) FORM

(CDBL Bye Laws)

Please complete all details in CAPITAL letters .Please fill all names correctly .All communications shall be sent to the correspondence address of only the First Named Account Holder as specified in BO Account Opening Form - 02.

Application No.....  
.....

Date (DD-MM-YYYY):

Name of CDBL Participant (Up to 99 Characters): <b>BDBL Investment Services Ltd.</b>		
CDBL Participant	Account holder's BO ID	Account Opened Date (DD-MM-YYYY)
Name in full of Account Holder (Up to 99 Characters)		
Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters) Mr./Mrs./Ms./Dr.		Title i.e.

### POWER OF ATTORNEY HOLDER'S DETAILS

Name in full :		
Short Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters) Mr./Mrs./Ms./Dr.		Title i.e. Mr./Mrs./Ms./Dr.

### 1. POWER OF ATTORNEY HOLDER'S CONTACT DETAILS

Address:			
City:	Post Code:	State/Division:	Country:
Telephone:	Fax:	Mobile:	E-mail:

### 2. POWER OF ATTORNEY HOLDER'S PASSPORT DETAILS

Passport No.:	Issue Place:	Issue Date:	Expiry Date:
---------------	--------------	-------------	--------------

### 3. OTHERS INFORMATION OF POWER OF ATTORNEY HOLDER

Residency: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/>	Nationality:	Date of Birth (DD-MM-YYYY):
National ID No.:		
Power of Attorney effective from (DD-MM-YYYY):		To (DD-MM-YYYY):
Remarks (Insert reference to POA document i.e. Specific POA or General POA etc.):		

# BDBL Investment Services Ltd.

## 4. PHOTOGRAPH OF POWER OF ATTORNEY HOLDER

Please paste recent  
passport size  
Photograph

(POA Holder)

## 5. DECLARATION

The rules and regulations of the Depository and CDBL Participant pertaining to an account which are in force now have been read by me / us and I / we have understood the same and I / we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. I / We also declare that the particulars given by me / us are true to the best of my / our knowledge as on the date of making such application. I / we further agree that any false / misleading information given by me / us or suppression of any material fact will render my/our account liable for termination and further action.

Applicants	Name of Applicants / Authorized signatories in case of Ltd. Co.	Signature with date
POA Holder		
First Applicant		
Joint Applicant		
Third Signatory (Ltd. Company only)		

# BDBL Investment Services Ltd.

## BO ACCOUNT NOMINATION FORM

(CDBL Bye Laws)

Please complete all details in CAPITAL letters. Please fill all names correctly. All communications shall be sent to the correspondence address of only the First Named Account Holder as specified in BO Account Opening Form - 02.

Application No.....  
 YYYY):.....

Date (DD-MM-

Name of CDBL Participant (Up to 99 Characters): <b>BDBL Investment Services Ltd.</b>		
CDBL Participant ID	Account holder's BO ID	
Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters)		Title i.e. Mr./Mrs./Ms./Dr.

I/We nominate the following person(s) who is/are entitled to receive securities outstanding in my / our account in the event of the death of the sole holders / all the joint holders.

### 1. NOMINEE / HEIRS DETAILS

#### NOMINEE 1

Name in full:				
Short Name of Nominee Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters)				Title i.e. Mr./Mrs./Ms./Dr.
Relationship with Account Holder:			Percentage (%):	
Address:				
City:	Post Code:	State/Division:	Country:	Telephone:
Passport No.:	Issue Place:	Issue Date:	Issue Date	Expiry Date:
Residency: Resident	Non Resident	Nationality:	Date of Birth (DD-MM-YYYY):	

#### GUARDIAN'S DETAILS (IF NOMINEE IS A MINOR)

Name in full:				
Short Name (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters)				Title i.e. Mr./Mrs./Ms./Dr.
Relationship with Nominee:		Date of Birth of Minor (DD-MM-YYYY):	Maturity date of Minor (DD-MM-YYYY):	
Address:				
City:	Post Code	State/Division:	Country:	
Telephone:	Fax:	Mobile:	e-mail:	
Passport No.:	Issue Date:	Issue Place:	Expiry Date:	
Residency: Resident	Non Resident	Nationality:	Date of Birth (DD-MM-YYYY):	

#### NOMINEE 2

Name in full:				
Short Name of Nominee (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters)				Title i.e. Mr./Mrs./Ms./Dr.

## BDBL Investment Services Ltd.

Relationship with Account Holder: Percentage (%):												
Address:												
City:	Post Code:	State/Division:	Country:	Telephone:								
Passport No.:	Issue Place:	Issue Date:	Expiry Date:									
Residency: Resident	Non Resident	Nationality:	Date of Birth (DD-MM-YYYY):									
<b>GUARDIAN'S DETAILS (IF NOMINEE IS A MINOR)</b>												
Name in full:												
Short Name (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr., abbreviate only if over 30 characters)				Title i.e. Mr./Mrs./Ms./Dr.								
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr> </table>								<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr> </table>				
Relationship with Nominee:		Date of Birth of Minor (DD-MM-YYYY):	Maturity date of Minor (DD-MM-YYYY):									
Address:												
City:	Post code:	State/Division:	County:									
Telephone:	Mobile:	Fax:	E-mail:									
Passport No :	Issue Place :	Issue Date:	Expiry Date:									
Residency: Resident	Non Resident	Nationality:	Date of Birth (DD-MM-YYYY):									

2. PHOTOGRAPH OF NOMINEES / HEIRS			
<div style="border: 1px solid black; width: 100px; height: 100px; background-color: yellow; margin: 0 auto;"> <p style="margin: 0; font-size: small;">Please paste recent Passport size Photograph</p> </div>	<div style="border: 1px solid black; width: 100px; height: 100px; background-color: yellow; margin: 0 auto;"> <p style="margin: 0; font-size: small;">Please paste recent Passport size Photograph</p> </div>	<div style="border: 1px solid black; width: 100px; height: 100px; background-color: yellow; margin: 0 auto;"> <p style="margin: 0; font-size: small;">Please paste recent Passport size Photograph</p> </div>	<div style="border: 1px solid black; width: 100px; height: 100px; background-color: yellow; margin: 0 auto;"> <p style="margin: 0; font-size: small;">Please paste recent Passport size Photograph</p> </div>
Nominee / Heir – 1	Nominee / Heir - 2	Guardian – 1	Guardian - 2

	Name	Signature with date
Nominee / Heir - 1		
Guardian -1		
Nominee / Heir - 2		
Guardian – 2		
First Applicant		
Joint Applicant		



# BDBL Investment Services Ltd.

## Central Depository Bangladesh Limited Depository Account (BO Account) opened with CDBL Participant

### TERMS & CONDITIONS

(Bye Law 7.3.3 (C))

CDBL Participant, Dhaka / Chittagong / Sylhet, Bangladesh

Dear Sir,

Please open a Depository account (BO Account) in my/our name(s) on the terms and conditions set out below. In consideration of **BDBL Investment Services Ltd.** (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 and 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 of 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 subsequently for dematerialization;
  - c) Title to the securities submitted to the CDBL Participant from time to time for dematerialization;
  - d) Ensuring at all times that the securities to the credit of my/our account are sufficient to meet the instructions issued to the CDBL Participant for effecting any transaction / transfer;
  - e) Informing the CDBL Participant at the earliest of any changes in my/our account particulars such as address, bank details, status authorizations, mandates, nomination, signature, etc.; and
  - 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 executed a BO Account Nomination Form
  - a) In the event of my/our death, the nominees 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; and
  - c) The nominee so authorized, shall be entitled to all my/our account 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 pursuant to this authority shall be binding on all other persons.
7. I/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 if no balances are standing to my/our credit in the account. In case any balances of securities exist in the account the account may be closed 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 account(s) held with any other CDBL Participant(s); and
  - c. By rematerialization of a part of the existing balances in my/our account and by transferring the rest to one or more of my/our other account(s) with any other CDBL Participant(s).

## BDBL Investment Services Ltd.

8. CDBL Participant covenants that it shall

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;

not effect any debit or credit to and from the account of the Account Holder without appropriate instructions from the Account Holder;

maintain adequate audit trail of the execution of the instructions of the Account Holder;

not honour or act upon any instructions 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 signature or that of his/ 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 the specimen of the Account Holder or his /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 honour the Account Holders instructions

e) furnish to the Account Holder a statement of 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 CDBL 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 shall 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 mistakes, inaccuracies or discrepancies in such statements; and

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 within one month of the same being brought to the notice of the CDBL Participant and shall forthwith forward to and follow up with CDBL all other grievances / complaints of the Account Holder on 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 certificates or other documents of title which are forged, fabricated, counterfeit or stolen or have been obtained by forgery or the transfer whereof is restrained or prohibited by any direction, order decree of any court or the Securities and Exchange Commission;
- c) Commits or participates in any fraud or other act of moral turpitude in his / its dealings with the CDBL Participant; and
- d) Otherwise misconducts himself in any manner.

10. Declaration and Signature

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

Applicants	Name of applicants/ Authorized signatories in case of Ltd. Co.	Signature with date
First Applicant		
Joint Applicant		
3 <sup>rd</sup> signatory (Ltd.Co.only)		

# BDBL Investment Services Ltd.

This Agreement is made and entered into on ..... Agreement No. : .....

## By and Between

The Company : **BDBL Investment Services Ltd. (BISL)**

The Client :

**WHEREAS**, the Client (as defined hereunder) wishes to avail the stock broking facilities, CDBL service and credit facilities from the Company for professional management and administration of transaction of securities through opening a Customer and a Beneficiary Owner (BO) Account with the Company and the Company has agreed to render its expertise and services with respect to management and administration of the transaction of securities of the Client on the terms and conditions set forth hereunder:

**NOW THEREFORE**, in consideration of mutual covenants set forth hereunder, the parties hereto agree as follows:

## Definitions

**"The Company"** shall mean BDBL Investment Services Ltd., a limited company incorporated under the laws of Bangladesh and having its registered office at BDBL Bhaban, Level-13, 8 Rajuk Avenue, Dhaka-1000 and licensed by Bangladesh Bank under the Financial Institution Act, 1993 and also obtained license from the Securities and Exchange Commission as Stock Broker, Stock Dealer and CDBL activities.

**"The Client"**, shall mean such person, firm, company, trust or association who has appointed the Company for rendering its services under the terms and conditions of this Agreement.

**"Customer Account"** shall mean the Account opened by the Client with BISL to transact fund and securities.

**"Beneficiary Owner (BO) Account"** shall mean the Account opened by the Client with any Depository Participant to keep their electronic securities in CDBL.

**"CDBL"** shall mean the Central Depository Bangladesh Limited.

**"Client Discretionary Account"** shall mean a customer account opened with the Company described in Article 1 hereunder.

**"Business Day"** means the days on which banks and financial institutions are open for business in Bangladesh, except for weekly and public holidays.

**"Authorized Person"** shall mean the mandate appointed by the Client under Article 1.22

**"Debt Balance"** shall mean the sum of cash amount owed by a Client in his margin account including financial expenses, brokerage, CDBL charges and any other fees and charges of the Company.

**"Equity,"** shall mean the sum of margin and current market value of securities bought or carried in a client's margin account.

**"Net Asset Value (NAV)"** shall mean total portfolio value including cash less total liabilities including margin loan, accrued financial expenses, management fee, brokerage commission and other applicable charges.

**"Margin"** shall mean the aggregate amount of cash and market value of securities deposited by a client into his margin account, but shall not include securities which are bought and carried in the margin account. "Marginable Securities" shall mean the securities permitted by the exchange to be bought and carried in margin accounts.

**"Initial Fund"** shall mean the minimum investment amount as stipulated in Schedule I.

**"Portfolio"** shall mean a group of securities, including but not limited to shares, debentures, bonds, treasury bills, certificates etc. held in client's designated account.

**"Valuation Policy"** shall mean the policy adopted by the Company for valuing the assets of the Portfolio of the Client delineated in Schedule V of this Agreement. The Company reserves the right to revise the provisions of the Valuation Policy from time to time as it deems necessary.

# BDBL Investment Services Ltd.

**"Margin Call"** shall mean a request to the client to deposit money or securities to bring the debit balance to the required level within the stipulated time limit to ensure compliance with applicable rules and regulations as may be determined from time to time by the Securities and Exchange Commission and / or the concerned Stock Exchange.

**"Means of Communication"** means the manner which the orders have been placed with the Company by the Client for execution of any investment as described in Article 1.4

**"Approved Portion"** shall mean the portion of the Portfolio of the Client, as determined by the Company, necessary to be disposed off for settling the liabilities of the Client, which shall be decided upon at the sole discretion of the Company.

## Article - 1 Terms of Investment

11. Prior to or upon execution of this Agreement, the Client shall open a Customer Account and a BO Account with the Company with a deposit of the Initial Fund for investment purposes;
12. In case the Client indicates in his/her application that Margin Loan will be availed, in addition to the documentation in relation to opening of the Customer Account, the Client shall be required to furnish to the Company the Letter of Lien and Set a lien over the assets of the Portfolio in favour of the Company, executed requisite demand promissory note and the letter of continuation with the application;
- 1.3 The Client has absolute discretionary power to make investment decisions and may from time to time instruct the Company to make such investment(s) for and on its behalf by the following Means of Communication:
  - a) Order slip of the Company signed by the Client;
  - b) Written instruction signed by the Client;
  - c) Faxed instruction signed by the Client; and
  - d) Other evidence of order recorded through any other electronic devices accepted by the Company.
- 1.4 The Means of Communication shall constitute evidence of orders made by the Client to the Company, which when executed shall be conclusive and binding on the Client;
- 1.5 In case the Client wishes to send instructions through electronic modes (i.e. other than by written instructions handed over physically to the Company or mail), it shall execute an Indemnity Agreement as set out in Schedule II. Provided that in case of emergency instructions given through telephone, if accepted by the Company shall require a written confirmation within 24 hours of giving such oral instruction;
- 1.6 In case of failure to give written confirmation by the client, the transactions that have been done by the Company on the basis of Client's oral or electronic modes instructions, shall be binding on the Client and the Company shall have no responsibility or liability for the said transactions;
- 1.7 All instructions and orders made by the Client over telephone or any other electronic or electrical devices shall be logged by the Company in its system and such records shall be conclusive that the instructions have been given by the Client and the transactions so ordered or instructed shall be binding on the Client;
- 1.8 Order by electronic transmission to the Company shall be made at the risk of the Client and the Company shall under no circumstance be held responsible for any loss due to non- transmission arising out of any electronic, electrical or mechanical fault;
- 1.9 The Company shall open a Customer Account in the name of the Client with the stock exchange(s) for executing the transaction of securities and fund;
- 1.10 The Client shall be eligible to transact all securities listed with the stock exchange(s). But if the Client has been enjoying margin loan facility then only the securities approved by the Company will be considered for valuation of the portfolio;
- 1.11 The Company may, at its discretion, from time to time, add new securities to or remove existing securities from the list of approved securities;
- 1.12 The Company shall not be liable or responsible for any shares that are found to be forged. However, the Company will make every attempt to obtain valid shares from the seller;
- 1.13 The Company upon acceptance of an order shall undertake necessary steps to execute such orders of the Client. If the Means of Communication is not satisfactory, the Company shall not be obliged to comply with such order but revert back to the Client for clarification;

# BDBL Investment Services Ltd.

- 1.14 If the value of an order of the Client exceeds the purchasing power of the Client, which will be determined by the available cash and Margin Loan in the account, the Company shall have the discretion either to reject the order or modify the order by reducing the order quantity and/or eliminating a specific order;
- 1.15 The sole responsibility for making investment decisions shall be on the Client and the Company will not make any discretionary investment decisions for or on behalf of the Client. The Company will only act on instructions of the Client in the manner stipulated in Article 1.3 herein above;
- 1.16 The Client hereby confirms that it is fully aware of the risks of losses arising out of fluctuations in prices of securities and the Company has also appraised him accordingly. The Client has agreed to invest through the NonDiscretionary Account in spite of the aforesaid risks;
- 1.17 The Company shall under no circumstances be responsible or liable for any result whether adverse or otherwise of the investment decisions of the Client;
- 1.18 The client acknowledges that the Company neither guarantees any rate of return or profit from any investment to the Client nor shall be responsible for any losses caused to the Client due to fluctuations of the capital market;
- 1.19 The funds of the Client will be invested in securities, listed with the stock exchanges in Bangladesh, with a view to earn capital gain and annual return in the form of dividend/interest/bonus shares;
- 1.20 The Customer Account may be used for series of transactions by the Client and will continue till the expiry or termination of this Agreement, whichever is earlier;
- 1.21 The Client may from time to time appoint or remove any person as a mandate by submission of the form set out in schedule III;
- 1.22 Mandate
  - i. An individual Client shall be allowed to appoint 1 (One) Authorized Person to act on behalf of the Client at any time.
  - ii. Joint accountholders shall be allowed to appoint a maximum of 2 (two) Authorized Persons to act on behalf of the accountholders at any time.
  - iii. An Institutional Client shall be allowed to appoint a maximum of 3 (three) Authorized Persons at a time.
- 1.23 Such Authorized Person shall be able to do all acts and give instructions or orders for all transactions which the Client would be able to do under this Agreement, including operating the account(s) of the Client and shall be acting for and on behalf of the Client until he/she is removed in the manner stipulated hereunder. The account(s) of the Client shall be operated singly either by the Client or by the Authorized Person;
- 1.24 Where two or more persons are appointed, the Company may act on the instructions of any one of them unless otherwise specified by the Client;
- 1.25 The Company may act on the instructions of an Authorized Person until it actually receives written notice from the Client of the removal of such Authorized Person and may in any event act on any instructions issued by the Authorized Person before the date of receipt of the written notice of such removal;
- 1.26 The Client shall bear the full responsibility of the acts or omissions of its Authorized Person. The Company shall not be held liable for any irregularities or unauthorized acts committed by the Authorized Person, which includes but does not limited to, unauthorized placing of securities purchase/sale orders or withdrawal of fund/securities;
- 1.27 In case the Client is a limited company, institution, association, trust or a firm, the signatories to this Agreement, the Client shall provide full corporate documents, including Board approval and shareholder approval (if any) supporting the appointment of the Authorized Person prior to the appointment; and
- 1.28 The Client shall be solely responsible for notifying the Securities and Exchange Commission and other concerned authorities in the case of acquiring substantial shares of a company and/or trading shares of companies in which the Client holds directorship or in other cases where it is obligatory to notify the regulatory authorities;

## 2 Article – 2 Margin Loans

- 2.1 On the application of the Client, the Company may grant Margin Loan facility to the Client at the ratio stipulated in Schedule I;

## BDBL Investment Services Ltd.

- 2.2 The Company will not grant margin loan to the client, unless the Client execute requisite Demand Promissory Note and Letter of Continuity in favour of the Company. Further, the Client acknowledges that this Agreement does not provide any right to the Client to receive any margin loan facility. The decision to provide margin loan facility will be made at the sole discretion of the Company;
- 2.3 The Client may avail the Margin Loan facility only to purchase the securities approved by the Company;
- 2.4 Upon approval of the Margin Loan, the Company shall disburse the advances under the Margin Loan from time to time to the Customer Account of the Client for procurement of securities as instructed by the Client. Each advance shall be equivalent to the purchase price of such securities (including brokerage commission) and the aggregate of such Advances shall under no circumstances exceed the Margin Loan amount sanctioned in favour of the Client by the Company;
- 2.5 The Margin Loan shall first be adjusted with the sale proceeds of the securities from the Client's portfolio;
- 2.6 Despite having debit balance in the Customer Account, the Company may allow a Client to withdraw fund from his account provided that the Client must maintain his required level of equity as prescribed by the Company from time to time;
- 2.7 In case the Client's Equity falls below 150% of the debit balance the Company shall request the Client to provide additional margin to bring the equity to not less than 150% of the debit balance. Such additional margin must be satisfied by deposit of cash or marginable securities within 3 (three) working days from date of notice; and
- 2.8 If the Client fails to comply with the instructions of Article 2.7 within 3 (three) business days notification or the equity falls below 125% of the debit balance, the Company shall be entitled to exercise its lien over the Portfolio of the Client in the manner set forth in Article 9 below;

### Article – 3 Trading Error

- III.1 A trading error shall have occurred if any discrepancy is detected between the order given by the Client in accordance to Article 1 hereinabove and the order placed to the stock exchange in the following aspects:
  - a) Misdescription of the name of securities.
  - b) Alternation of orders, i.e., placing buy order while the Client placed sale order and vice versa.
  - c) Excess order to the stock exchange. However, placing lesser quantity of order shall not be deemed to be a trading error.
- III.2 The Company shall not be responsible for or assume any obligation to compensate for any damages or loss suffered by the Client due to a trading error committed by the trader(s);
- III.3 The Company shall be considered to commit a trading error, if any discrepancy is detected between the written order placed to the Company and the trade confirmations issued by the Company in the following aspects:
  - a) The securities traded differ from the order placed.
  - b) Execute erroneous trades which differ from the order placed by the Company, i.e., executing buy order while sale order was placed and vice versa.
  - c) Excess order carried out by the Company. However, executing lesser quantity of order shall not be deemed to be a trading error.
- III.4 Subject to the provisions under this Article 3, in case the Company commits any error in placing orders to the stock exchange(s), the Company shall reverse the trades within shortest possible time and compensate the account for any realized losses arising out of such wrong transaction. However, the Company shall under no circumstances be liable to compensate any amount more than the actual loss amount, and will not be liable for any loss of opportunity, loss of profit or future loss;

### Article - 4 Covenants

- 4.1 The Company will exercise diligent efforts, without any obligation in buying and selling securities and rendering services related to the maintenance and administration of the Portfolio of the Client in accordance with the instructions of the Client;
- 4.2 The Company will maintain separate client-wise accounts for the fund and the securities of its clients: and
- 4.3 The Company shall act as custodian to all the securities of the Portfolio and shall exercise all care and due diligence in the dealing, administration and management of the account(s) and the securities of the Client;

# BDBL Investment Services Ltd.

## Article – 5 Representations and warranties

- 5.1 Each party hereto represents and warrants that the party:
- i) has the requisite authority or corporate authority (as the case may be) to enter into this Agreement and consummate the transactions contemplated by this Agreement, including the obtaining of all requisite consents or approvals of, or exemptions by, any state, governmental or public bodies and authorities;
  - ii) has signed and delivered of this Agreement and all documents in contemplation thereto and the performance of any transactions contemplated thereunder will not:  

contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, license, permit or consent by which the party is bound or affected; or cause any limitation on the party (whether imposed by any of its constitutional documents or by any law, order, judgment, agreement, instrument or otherwise) to be exceeded.
- 5.2 The representations and warranties in this Article shall be deemed to be repeated, updated mutatis mutandis at each such date, on the date of each transaction undertaken under this Agreement.

## Article - 6 Responsibilities of the Company

- 6.1 The Company shall:
- (a) operate the Portfolio of the Client with care and professional integrity and in accordance with the instructions of or restrictions imposed by the Client;
  - (b) invest the funds of the Client as soon as possible upon receipt of instructions and will promptly refund any dues which the Client is entitled under the terms of this Agreement;
  - (c) Provide in its best endeavor the Client with prospectus, annual reports, memorandum and other research materials to assist them taking investment decisions. However the Company shall under no circumstances be responsible of any misstatements, false representation or error made in such prospectus, annual reports, memorandum and other research materials or is under any obligation to verify the information given therein;
  - (d) inquire into any written complaint lodged by the Client and ensure redress of any legitimate complaint of the Client within one month of the date of receipt of such written complaint;
  - (e) make all transactions of the Client within price range advised by the Client in writing; and
  - (f) keep all securities bought in the account of the Client in safe custody.
- 6.2 The Company shall not:
- (a) furnish any exaggerated information to the Client regarding its competence, skill and success; and
  - (b) disclose any material financial information of the Client to anybody unless it is required at the direction of any government regulatory body.

## Article – 7 Fees, Charges and Financial Expenses

- 7.1 The Company shall be paid by the Client by way of remuneration for its services under this Agreement the fees either as stated in Schedule I of this Agreement or any other fees and charges as may be agreed in writing by a separate letter of agreement between the Company and the Client;
- 7.2 The Company shall also be paid by the Client financial expenses on the Margin Loan as stated in Schedule I of this Agreement at the rate stipulated in Schedule I attached hereto or any other fee as may be agreed in writing by the separate letter of agreement between the Company and the Client;
- 7.3 The Company shall also be paid by the Client all out-of-pocket and third party expenses as stated in Schedule I of this Agreement;
- 7.4 The Company may revise the fees, charges and financial expenses payable at any point of time and the Client agrees to pay the Company such revised rates; and
- 7.5 The Company shall realize all fees, commission, charges etc. and financial expenses on margin loan from the Client by debiting his/her account at the end of each month/quarter. The Client shall provide an authority to the Company to this effect as per schedule VI;

# BDBL Investment Services Ltd.

## Article – 8 Reporting and Notifying

- 8.1 The Company will provide the Client a report at least once in a year that will contain details of formation of the portfolio, securities, cash and Net Asset Value on the date of reporting, details of all transactions, all financial gains received and expenses incurred;
- 8.2 The Company may provide any other optional reports upon written request of the Client where it deems appropriate; and
- 8.3 The Company will notify the Client in writing in event the total value of securities in the Portfolio falls to the Minimum Value;

## Article -9 Enforcement of Lien

- 9.1 The Company shall be entitled to exercise lien over the assets of the Portfolio of the Client under the provisions of this Agreement without any prior written notice to the Client;
- 9.2 The Company shall proceed to sell the Appropriate Portion of the Client's portfolio to bring the equity at required level;
- 9.3 If the sale proceeds of the appropriate portion or any part thereof exceed the required Margin Deposit with financial expenses or any outstanding indebtedness of the Client under this Agreement, the excess fund after adjustment will be deposited in the Client's Account;
- 9.4 If the sale proceeds of the appropriate portion or any part thereof is less than the required Margin Deposit with financial expenses or any outstanding indebtedness of the Client under this Agreement, the Company shall immediately request the Client in writing for adjustment of the shortfall; and
- 9.5 Upon failure by the Client to adjust his/her outstanding account or accounts, the Company will be entitled to close all or any accounts of Client and take appropriate actions, including enforcement of this Agreement and the security. The outstanding dues of the Client shall also be adjusted from the sale proceeds of shares of the Client, if any;

## Article – 10 Transmission

- 10.1 In the event of death of the Client, the nominee(s) as prescribed by the Client in the application form shall be the only person(s) recognized by the Company as being entitled to the assets of the portfolio;
- 10.2 In the event, the nominee(s) who is authorized, remains a minor at the time of death or incapability of the accountholder, the legal guardian of the nominee shall be entitled to the assets of the portfolio; and
- 10.3 In case nominee(s) are not mentioned, the Company shall not be obliged to deal with any person or persons to accept any right, title or interest of any person unless such person is holding a valid succession certificate, probate or letter of administration covering the investment from a court of competent jurisdiction and subject to such further documents or evidence that the Company may require.

## Article – 11 Valuation of Assets

- 11.1 The assets of the Portfolio of the Client shall be valued following the provisions of the Valuation Policy adopted by the Company delineated in Schedule IV of this Agreement;
- 11.2 The Company may from time to time revise all or any provisions of the Valuation Policy. However, the Company shall notify the Client any such revisions; and
- 11.3 The value of the Portfolio shall be applied for determining margin call, management fee and other applicable charges and also shall be used for reporting purposes;

## Article – 12 Notice

- 12.1 Any notice provided for in this Agreement shall be in writing and shall be first transmitted by facsimile Any n transmission, and then confirmed by registered mail or courier service, in the manner as selected by the party giving such notice to the addresses provided in schedule I;
- 12.2 All notices shall be deemed to have been validly given on (i) the Business Day when the transmission was made, if transmitted by facsimile transmission, or (ii) the expiry of 3 (three) Business Day after posting if transmitted by registered mail or (iii) the Business Day of receipt, if transmitted by courier; and
- 12.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other party, not less than 10 (ten) days prior written notice;



# BDBL Investment Services Ltd.

## Article – 13 Termination of Agreement

13.1 This Agreement shall continue in force until terminated by either party giving to the other not less than 30 (Thirty) Business Days' notice in writing provided that either party may upon serving written notice to terminate this Agreement in occurrence of any one of the following events:

- (a) The other party is in breach of any material terms of this Agreement, which shall not have been remedied within 15 (Fifteen) days after serving of written notice requiring the breach to be remedied;
- (b) The other party shall go into bankruptcy or liquidation, a resolution is passed for its winding up or a receiver or similar officer is appointed over any assets of the party;
- (c) Voluntary or compulsory termination of brokerage services by the Company;
- (d) Suspension or termination of registration of stock broker by the Securities and Exchange Commission (SEC); and
- (e) Occurrence of any other matter that causes permanent disability for the Company to carry out the stock broker functions;

13.2 Upon termination of this Agreement, the Company shall at the option of the Client either deliver the securities and cash in its custody hereunder to the client. Or to a bank or agent of the Client's selection provided, however, that the Company shall not be required to make any such delivery or payment until full payment shall have been made by the Client of all the fees, cost and expenses due to the Company, including reasonable expenses incurred in connection with such delivery of securities and cash;

13.3 Settlement of cash and delivery of securities, if any, will be made within 7 (seven) Business Days by the Company, provided such securities are available with the Company, however, if the Client opts for settling of securities by selling them in the market and if the Company agrees to such proposal, it will be made within time allowed by the market conditions;

13.4 The Company reserves the right and sole discretion to liquidate the Portfolio of the Client in whole or in part without notice to the Client and to disburse the Net Asset Value (NAV) to the Client if the Company deems that such action is necessary or expedient for any reason whatsoever, including the compliance of any applicable law or regulation;

## Article – 14 Disputes and Settlement

14.1 All questions of differences whatsoever which may at any time hereinafter arise between the parties hereto or their respective representatives relating to these presents or the subject matter hereof or arising out or in connection hereto (as the case may be) shall be referred to a single Arbitrator on mutual agreement, otherwise two umpires in accordance with and subject to the provisions of the Arbitration Act 2001; and

14.2 The venue of arbitration shall be in Bangladesh;

## Article – 15 Force Majeure

15.1 The Company shall not be held responsible for any losses caused to the Client due to the occurrence of the following:

- (a) Irrational behavior of the capital market, structural changes in the economy, or any fundamental change in the securities issuing companies.
- (b) Failure to pay dividend or interest by any issuing companies.
- (c) Uncertainties caused by political or social instability, or change in any law or regulations of the territory,
- (d) Occurrence of factors such as riot, flood, earth quake, cyclone or any other act beyond the control of the Company.

## Article - 16 Governing law and jurisdiction

16.1 This agreement shall be governed by the laws of Bangladesh;

## Article - 17 Taxes

17.1 The Company shall make necessary income tax deduction from the account(s) of the Client in accordance with the fiscal laws of the country;

# BDBL Investment Services Ltd.

## Article – 18 Miscellaneous

18.1 The Company shall be fully authorized to modify or vary the terms and conditions contained herein;

18.2 The Company shall have the right to be fully indemnified for any loss, claim, damages or expenses arising out of the regular operation, administration and management of the Client or proceeds from the sale of the Portfolio or any part thereof, provided that the Company has acted in good faith;

18.3 The Schedule(s) and any rider(s) attached hereto including the Account Opening Forms, together with this Agreement shall constitute the entire Agreement between the parties hereto and supplement this Agreement; and

18.4 This Agreement is or shall be in compliance with the Securities and Exchange Commission (SEC) laws and such rules, regulations, notices or circulars issued by the Securities and Exchange Commission from time to time;

In Witness whereof the parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized representatives as of the date and year first written above.

For and on behalf of  
BDB Investment Services Ltd.

**Signature By**

**Name:**

**Designation :**

**Signature of Principal Applicant**

**Name:**

**Address:**

**Signature of Joint Applicant**

**Name:**

**Address:**

**In the Witnesses of:**

**Signature**

**Name:**

**Address:**

**In the Witnesses of:**

**Signature**

**Name:**

**Address:**

**Signature**

**Name:**

**Address:**

**Signature**

**Name:**

**Address:**

# BDBL Investment Services Ltd.

## BROKERAGE SERVICES AGREEMENT

### SCHEDULE – I

The Company may change from time to time any of the provisions of this Schedule I:

1. **Initial Fund:** A minimum of Tk.
2. **Debit Balance or Margin Loan:** It will be guided by the Management from time to time.
3. **Equity to Debt Balance:** As Per Rule.
4. **Fees, interest and charges shall be payable to the Company Portfolio Manager in accordance with Article 7:**

Sl.	Particulars	Fees/Charges
a	Documentation Charge (including BO Account Opening) one off	
b	Brokerage Fee	.....% on transaction value
c	Financial expenses on margin loan (to be charged quarterly)	.....% p.a.
d	Yearly Account maintenance charge (including BO Account) which will be deducted on first working day of each calendar year	Tk. .... (Once in a Year)
e	Cheque dishonour charge (per dishonour)	Tk.....

5. **Out of Pocket and any third party expenses:** Charges of Central Depository are to be levied according to the charging mechanism set by the Central Depository of Bangladesh Limited. These expenses include (but not limited to):
  - a) Central Depository Fees.
  - b) Other extra-ordinary communication costs.

6. **Addresses for serving of notices:**

In the case of notices to the Portfolio Manager at :

Facsimile :

For the attention of : BDBL Investment Services Ltd.

Address : BDBL Bhaban (Level-13), 8, Rajuk Avenue, Dhaka-1000.

In the case of notices to the Client at:

Facsimile /SMS /e-mail, etc :

For the attention of :

Address :

Signature of Principal Applicant

Signature of Joint Applicant

# BDBL Investment Services Ltd.

## BROKERAGE SERVICES AGREEMENT

---

### SCHEDULE – II

#### INDEMNITY FOR ELECTRONIC INSTRUCTION

Date :  
To : **BDBL Investment Services Ltd.**  
From : The Client

With reference to Article 1.6 of the Agreement No. ....dated ....., I/We hereby agree and acknowledge that the Company shall not be liable for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature:

1. caused by the unauthorized use of forging of Client's or any of his/her Authorized Person's signatures provided that in any such case the Company shall have properly investigated such signatures in accordance with approved banking practice and by reference to any certified specimen signatures delivered to the Company; or
2. arising from any error or ambiguity in any instructions (whether written or oral) received by the Company;
3. As a result of the Company acting on oral instructions from the Client or his/her Authorized Persons which are not subsequently confirmed in writing as stated in Article 1.6 or as a result of reverting or attempting to reverse the same.

**Signature of Principal Applicant**

**Signature of Joint Applicant**

# BDBL Investment Services Ltd.

## BROKERAGE SERVICES AGREEMENT

### SCHEDULE – III

#### Part 1: APPOINTMENT MANDATE [Article 1.22]

Date :  
 To : BDBL Investment Services Ltd. (BISL)  
 From : The Client

With reference to Article 1.22 of the Agreement No. ....dated ..... I/We hereby notify you that the persons whose names, signatures and photographs (hereby certified as true) are set out below are each appointed by me/us to be an Authorized Person as defined in the Agreement.

PARTICULARS OF AUTHORIZED PERSON (IF ANY)			
Full Name (in block letters):			
Father's/Husband's Name:		Recent Photograph of Authorized Person	
Mother's Name:			
Address:			
Phone:	Fax:		
Mobile:		E-mail:	
		Signature of the Authorized Person with date	

I/We hereby acknowledge and confirm that the Authorized Person(s) has full power and authority on my/our behalf to issue and to sign singly/any two jointly (\*) on instructions, directions and other communications to you in connection with the services being or to be carried out by you under or pursuant to the Agreement and I/we shall bear full responsibility of the acts or omissions of my/our above mentioned Authorized Person(s).

I/We hereby declare and acknowledge that BISL shall not be held responsible or liable for any irregularities or unauthorized act(s) committed by the above mentioned Authorized Persons, including but not limited to, unauthorized placing of sale/purchase orders or withdrawal of fund/securities.

Signature of Principal Applicant

Signature of Joint Applicant

(\*) - Please delete as you deem appropriate.

# BDBL Investment Services Ltd.

## BROKERAGE SERVICES AGREEMENT

---

### SCHEDULE – IV

#### Part 2: REMOVAL MANDATE [Article 1.22]

Date :  
To : BDBL Investment Services Ltd  
From : The Client

With reference to Article 1.22 of the Agreement No.....dated....., I/We hereby notify you that the person(s) whose name(s) appear below shall cease to be an Authorized Person for the purpose of the Agreement with effect from the date of your receipt of this notice.

Name(s) of Person(s) Ceasing to be an Authorized Person:

---

---

---

Signature of Principal Applicant

Signature of Joint Applicant

# BDBL Investment Services Ltd.

## BROKERAGE SERVICES AGREEMENT

---

### SCHEDULE - V

#### VALUATION POLICIES [Article 11]

With reference to Article 11 of the Agreement No. .... dated ..... the Company shall value the assets of the Clients' portfolio applying the following policies during the validity period of the Agreement. The Company may change from time to time any of the following provisions of this Schedule IV without further reference to me/us.

1. In valuing of the assets of the Client's portfolio, the closing price of securities quoted on the last trading day at Dhaka Stock Exchange (DSE) will be used.
2. When the securities were not traded at DSE on the particular valuing date, immediate previous closing price to the valuing date will be taken into account.
3. When the securities are de-listed or suspended for trading, those may be excluded for the purpose of valuation, at the discretion of the Company.
4. The valuation of the de-listed securities shall be made by the Company and the valuation shall be verified by the Internal Auditor of the Company.

Signature of Principal Applicant

Signature of Joint Applicant

# BDBL Investment Services Ltd.

## BROKERAGE SERVICES AGREEMENT

---

### SCHEDULE- VI

#### LETTER OF AUTHORIZATION [Article 7.5]

Date :  
To : BDBL Investment Services Ltd.  
From : The Client

With reference to Article 7.5 of the Agreement No.....dated...../We hereby authorize you to realize all fees, commission, charges, etc. and financial expenses on margin loan by debiting my/our account at the end of each day/month/quarter.

Signature of Principal Applicant

Signature of Joint Applicant



# BDBL Investment Services Ltd.

## DEMAND PROMISSORY NOTE

Date: .....

**BDBL Investment Services Ltd.**  
BDBL Bhaban (Level-13)  
8, Rajuk Avenue  
Dhaka-1000

TK.....

**ON DEMAND** I/we (1) Name : .....

Father's Name : .....

(2) Name : .....

Father's Name : .....

hereby irrevocably and unconditionally promise jointly and severally, to pay to **BDBL Investment Services Ltd.** or to order of BDBL Investment Services Ltd. the sum of Taka.....

(Taka .....

.....) only with financial expenses at .....percent per annum being the amount of margin loan owing and due under the **Brokerage Services Agreement No.**..... dated..... and any subsequent amendment thereof between me/us and Industrial and BDBL Investment Services Ltd.

All payments under this Note shall be made free and clear of and without any deduction for or on account of (a) any set-off or counter claim and (b) any taxes, levies, imposts, duties, charges, fees or assessments of any kind whatsoever.

I/We hereby waive diligence, presentment, demand, protest and notice of any kind in the enforcement of this Note. I/We agree to reimburse the holder of this Note for all costs of collection and enforcement of this Note including, without limitation, fees of counsel.

**STAMP TK. 20/**  
(Please cancel the stamps by signing on them)

Signature of Principal Applicant

Signature of Joint Applicant

Name:

Name:

Address:

Address:

# BDBL Investment Services Ltd.

## LETTER OF CONTINUITY

Date:.....

BDBL Investment Services Ltd.  
BDBL Bhaban (Level-13)  
8, Rajuk Avenue  
Dhaka-1000

**Dear Sirs,**

I/we (1) Name:.....

Father's Name : .....

(2) Name : .....

Father's Name : .....

would request you to enclose a Demand Promissory Note for Tk. ....(Taka.....

.....only signed by me/us which is given to you as security for the repayment of the credit facility in relation with my/our Customer Account No....., which is at present outstanding in my/our and/or any other amount which I/we may avail of hereafter and the said Promissory Note is named and also for the repayment of any enhanced/renewed facility to the extent of Tk.....(Taka.....

.....) only to be a security to you for the repayment of the ultimate balance or sum remaining unpaid on account of the credit facility and I/we am/are to remain liable on the Promissory Note notwithstanding the fact that by payments made into the account of the credit facilities from time to time the same may from time to time be reduced or extinguished or even that the balance of the said accounts may be at credit.

This letter also refers to and is an integral part of the Promissory Note(s) dated ..... for Tk..... (Taka .....)only executed in the Limitation Act (Act IX of 1908), and or any amendment thereto, in order to prejudice any question of limitation law, that I/we am are liable to you for payment of the amount mentioned in the Promissory Note(s) together with interest thereon and such Promissory Note(s) together with interest thereon and such Promissory Note shall remain in force.

I also acknowledge that the limitation of the Demand Promissory Note shall be suspended until I/we default in payment of the dues and the limitation shall start from the date of default.

Yours faithfully

Signature of Principal Applicant

Signature of Joint Applicant

# BDBL Investment Services Ltd.

## REVIVAL LETTER

Date:.....

BDBL Investment Services Ltd.  
BDBL Bhaban (Level-13)  
8, Rajuk Avenue  
Dhaka-1000

**Dear Sirs,**

With reference to my/our Client Discretionary Customer Account No. .... Maintained with you secured by a Demand Promissory Note dated ..... for Tk.....(Taka.....  
.....(Taka. only with interest executed by me/us in favor of BDBL Investment Services Ltd. and endorsed by the payees to you, I/we acknowledge and confirm for the purpose of section 19 of the Limitation Act IX of 1908 and any like Limitation Law in order to prejudice any question of Limitation Law that I/we am/are liable to you for payment of the amount mentioned in the Promissory Note(s) together with interest thereon and such Promissory Note shall remain in force.

I/We further declare to the effect that the aforesaid Demand Promissory Note shall be a continuing security.

Signature of Principal Applicant



Signature of Joint Applicant

Name:

Address:

Name:

Address:

**Witnesses:**

\_\_\_\_\_  
**Signature Name:**

Name:

Address:

\_\_\_\_\_  
**Signature**

Name:

Address:

**Note:** This form is for signature by the maker of the Demand Promissory Note and is for use in cases where a Demand Promissory Note is made in favor of a third party and endorsed by the said third party.

# BDBL Investment Services Ltd.

## LETTER OF LIEN

BDBL Investment Services Ltd.  
BDBL Bhaban (Level-13)  
8, Rajuk Avenue  
Dhaka-1000

### Dear Sirs,

In consideration of your acting as our Stock Broker and Depository Participant Service provider under the terms and conditions of the Client Discretionary Customer Services Agreement No. ....dated..... (the "**Agreement**"), and for settlement on demand of all amounts due or which hereafter may become due from me/us to you, as well as for settlement on demand of all interest thereon at the rate or rates that you may from time to time determine as payable thereon and all costs, charges and expenses, I/We hereby declare pledge and declare as follows:

1. I/We pledge with you as security for repayment to you all shares, stock and securities with transfer forms duly signed in blank and/or securities duly endorsed in your favor which I/we now deposit or which I/we have deposited with you or which is in your possession held on my/our behalf and also all shares, stocks and/or securities which I/we may hereafter deposit with you in addition to or in substitution for the shares, stocks and/or securities already deposited or which may hereafter come into your possession on my/our behalf.
2. I/we the undersigned hereby appoint you as my/our attorney for the purpose hereafter mentioned and specially authorize and empower you and all attorney holding power of attorney on your behalf to fill up and complete any incomplete transfer form attached to any shares, stocks, and/or securities and to insert your or that of any other nominee of BDBL Investment Services Ltd. (BISL) therein and give effect to any transfer of shares, stocks and/or securities (whether dematerialized or not) as transferor of the shares and/or stocks and to sign, seal, execute and deliver any such transfer or other documents that may be necessary or required for the purpose of completing your title to any such shares, stocks and/or securities and register the same in the books of the concern company or entity to which the same relates to or with the public office in case of securities and obtain fresh scripts or scripts for the shares, stocks and/or securities in the name of BISL or in that of any other employee or nominee of BISL without any reference to or consent of me/us.
3. I/We hereby authorize you to pledge and/or sell and absolutely dispose off all or any such shares, stocks and/or securities at such price and in such manner as you may think fit without any reference to or consent of me/us. I/We hereby further agree to sign and/or endorse of as the case may be to sign, seal, execute and deliver any transfer or other document at your request that may be necessary or required by you for the purpose of completing your title to any such shares, stock and/or securities for the purpose of completing the deal thereof.
4. I/we authorize and empower you and all attorney holding powers of attorney on your behalf to sign, seal, execute and deliver any transfer or other documents for the purpose of effecting and completing the sale in my/our name and I/we further authorize you to reimburse yourself out of the proceeds of any pledge or sale all costs, charges and expenses incurred by you in transferring and selling all or any such shares, stocks and/or securities or maintaining the value thereof or otherwise in connection therein.
5. I/we declare that you shall not be responsible for any loss from or through any brokers or others employed in the sale of any such shares, stocks and/or securities or for any loss or depreciation in value of any such shares, stocks and/or securities arising from or through any cause whatsoever and deficiency whatsoever and howsoever arising.
6. I/we agree to make good any payment to you on demand and it is further agreed that you shall have a lien on all such shares, stocks and/or securities or the proceeds thereof after sale (if sold) as security for or in part payment of any other debt due to liability incurred or likely to be incurred by me/us to you and I/we further make good any payment on demand to you.
7. In the event of a temporary or permanent depreciation in value of any such shares, stocks and/or securities, I/we agree at all times to keep up the value of such shares, stocks and/or securities and at your request pay to you in money the difference between the market value or any such shares, stocks and/or securities on the day when they were deposited or came into your possession and on the date on which you may call upon me/us to deposit such difference.

8. I/we expressly agree that I/we shall immediately pay on a call being made by you against any partly paid shares, pledged by me/us with you. In the event of my/our failure to do so, you shall, without being bound to do so, be entitled at your discretion either to pay the amount of such call and to debit the same to my/our account or to sell off such shares in the manner mentioned herein above. In the event of your paying amount of call I/we shall immediately reimburse the amount to you with interest thereon as prescribed or effective during the period from the date of your payment till my settlement of the outstanding amount.
9. In the event of my/our failing to comply with the request to pay to you on demand all or any part of the money due/owing by me/us to you, I/We hereby authorize you to exercise all or any of the powers hereby conferred upon you and I/we declare that you shall not be answerable or responsible for any damage or depreciation which any such shares, stocks and/or securities may suffer whilst in your possession under this agreement nor shall you be under any liability whatsoever to make any payment or money or to do any other act or things for the purpose of preventing loss or depreciation in the value of the said shares, stocks, and/or securities.
10. I/We admit and acknowledge that until the termination or expiration of the Agreement and all our indebtedness thereto have been discharged in full, the securities in my/our Portfolio and any amount available in my/our accounts with the Company will remain subject to the security created by this Letter.
11. I/We hereby agree that upon occurrence of any circumstances under the Agreement which entitles you to exercise your lien and transfer or apply all or any of the monies from time to time standing to the credit of my/our accounts in or towards the discharge and satisfaction of any of our liabilities with you, you may set off any amount standing to the credit of any of my/our accounts against any amount owed by me/us to you under the Agreement but unpaid and such right of set off shall be irrevocable and binding until all our liabilities with you have been irrevocably and fully discharged.
12. I/We hereby also agree that any notice in writing required to be served herein shall be sufficiently served if served through facsimile, email, or any other electronic media or addressed to me/us at my/our address registered with you or in the event of no such address being registered, at my/our last known place of residence or business.
13. Nothing herein contained shall extinguish, derogate, curtail, prejudice, impair or otherwise affect all or any of the rights and remedies available to the Company under the terms under which the Loan was made available to me and/or that may be otherwise available to the Company under law.
14. It is agreed that any inaction or omission on the part of the Company under this Letter of lien shall not be treated as waiver or abandonment of any such right.
15. I/We further hereby declare that this Letter of Lien, the undertakings and the irrevocable authorization given herein above shall be binding on my heirs, successors and assigns.

In witnesses whereof I/we hereinto set my/our hands this ..... day of .....20.....

Signature of Principal Applicant

Name:

Address:

Signature of Joint Applicant

Name:

Address:

**In the Witness of:**

1. Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Address : \_\_\_\_\_

2. Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Address : \_\_\_\_\_