

**Central Depository Bangladesh Limited (CDBL)**  
**Depository Account (BO Account) opened with CDBL Participant**  
**Terms & Conditions- Bye Laws 7.3.3(c)**

Phulbari House, House 25 Road 1 Sector 9, Uttara Model Town, Dhaka 1230, Bangladesh

Dear Sir,

Please open a Depository Account (BO Account) in my/our names(s) on the terms and conditions set out below. In Consideration of Britishbengal Securities Limited (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 acceptance of the terms and 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 to me/us (account Holder BO ID) for the CDBL Participant to maintain a separate Account for me/us, unless the I/we instructs 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 participants 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 for dematerialization;
  - (c) Title to the securities submitted to the CDBL Participant from 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.
  - (f) Informing the CDBL Participant at the earliest of 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 nominee shall receive /draw the securities held in my/our account
  - (b) In the event, the nominee so authorised remains a minor at the time of my/our death, the legal guardian is authorised to receive /draw the security held in my/our account .
  - (c) The nominee so authorised, shall be entitled to all my/our account to the exclusion of all other person 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. 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 in no balances are standing to my/our credit in the account. In case any balances of securities exist in 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 more of my/our other account(s) held with any other CDBL participant(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 of the Account Holder without appropriate instructions from the Account Holder.
  - (c) Maintain adequate audit trail of the execution of the instructions of the Account Holder.
  - (d) 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 are sufficient to honour the Account Holder's 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 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 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 endeavour 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 or decree of any court or the Securities and Exchange Commission .
  - (c) Commits of participant in any fraud or other act of moral turpitude in his/its dealings with the CDBL Participant;
  - (d) Otherwise misconduct's 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.

## TERMS AND CONDITIONS FOR OPENING A MARGIN ACCOUNT

### 1. DEFINITIONS

- "BROKER" means Britishbengal Securities Limited (BBSL) and include its Successors and interest.
- "CLIENT" means applicants named in the application form and include its successors and interest.
- "SECURITIES ACCOUNT" shall mean the account opened by the CLIENT with the BROKER to deposit/sell/ buy securities with the Broker.
- "APPROVED SECURITIES" shall mean the securities Purchased into the SECURITIES ACCOUNT.
- "PORTFOLIO VALUE" means total market value of all the stock in the SECURITIES ACCOUNT.
- "MARGIN CALL" shall mean on request the "CLIENT" to deposit money or share to bring the Debit Balance below 50% of the Portfolio Value within 24 hours.
- "DEBIT BALANCE" shall mean the total value of cash owed by the CLIENT together with interest, brokerage and any other charges to the BROKER in the Client SECURITIES ACCOUNT for securities Transaction into the said account.

2. The client would be required to submit an application to the broker/dealer for the Margin Trading Facility.
3. This facility granted under this account shall be a short term facility and shall be valid at the sole discretion of the Broker and repayable on demand of the Broker.
4. The "broker" will have absolute discretion to accept or decline any Security, against which credit facility is granted and shall reserve the right to make changes to their list of "approved securities" as any given moment.
5. Only "Approved Securities" may be used as collateral for Margin Trading. A list of the Approved Securities" Which will be updated from time to time; will be available with the broker/dealer?
6. When a previously approved share is later disqualified from the approved list, it will be excluded from all subsequent margin calculations.
7. The client which is a legal person (i.e. Trust or Company) shall be allowed to commence Margin Trading, only when it shall submit copies of the relevant extracts of constitutional documents ( i. e. certified copy Trust Deed or Memorandum and Articles of Association as the case may be) and a resolution that authorizes that specific entity and its representatives to conduct Margin Trading.
8. Client will be allowed to transfer shares to any clearing account or link B.O. account or withdrawal fund from his B.O account or security account provided that the client debit balance will remain below 50% of the portfolio value after the transaction.
9. The client' contribution of share will be deposited to the Security Account/ BO Account. The Last traded price of the security on the preceding market day shall be used to calculate portfolio value and should be updated on a daily basis.
10. Using the credit facility the Client may purchase quoted Securities through the Broker in to the "Securities Account" to a maximum value of 50% of the "Portfolio value or TK.50,00,000/=which ever is lower. The Client shall at all times be responsible to maintain strictly the maximum limit of the "Debit Balance at any given time.
11. If Debit balance goes above 50% of portfolio value due to fluctuation in the market or any other event, BBSL will issue a "margin Call" to the client. Margin Call could be in writing or via telephone call.
12. If client doesn't response to Margin Call, in that case BBSL will sell out whatever shares as the Broker see fit to regularize the "Debit balance" to 50% of the "portfolio value" (+/-5% deviation accepted in case of adjustment) and the broker/dealer May act upon as the Attorney of the client in accordance with the terms thereof and in terms of the margin Rules.

13. If the "Debit balance" reach to 66% of portfolio value to a sudden fall in the market or any other event then in such a case without any notice in that trading day or next day. BBSL will out shares of any company whatsoever as it sees fit to make the Debit Balance regularize. Any residual shares will remain in the account and will be available to client
14. If the Client exceeds the value of the "Debit Balance" above the stipulated limit and/or violates any other terms and conditions/ rules/requirements as laid down by the "Broker" or an regulatory authority from time to time, the Broker shall have absolute discretion at the "Clients" risk to sell/buy any of all shares or securities of any Company whatsoever in the clients " Securities Account" without any consent of any form the Client in order to adjust the Debit Balance of the "Securities Account" In the event the Portfolio value of the " Securities Account" becomes inadequate to regularize the "Debit Balance" the Client shall be under obligation to make cash payment to settle any shortfall.
15. The Client Shall pay brokerage commission for all transactions i.e. by and sell. in the " Securities Account" The client shall also pay brokerage commission for all transactions carried out in order to regularize the " Securities Account" The client shall also pay brokerage commission for all transactions carried out in order to regularize the " Securities Account" Rate of brokerage will be fixed by the " Broker " and can change from time to time.
16. In the "Securities Account" If client enjoy margin facilities in that case, highest limit to buy a single stock is TK. 25,00,000/= or 50% of the portfolio value which ever is lower.
17. "Broker" shall have the authority to give notice to the client to adjust the debit balance in " Securities Account" within 20 trading days for what ever reason which "Broker" reserves the right to divulge to client. If client doesn't respond to such notice " Broker" shall have absolute discretion at the client's risk to sell/Buy any or all shares or securities in any Company whatsoever in the Client's " Securities Account" without any consent of any form from the client in order to adjust the Debit Balance of the " Securities Account"
18. "Broker" will charge clients account for any debit amount, calculated on a daily basis. Broker shall advice the interest rate to the client from time to time. Broker reserve the right to increase/decrease the interest rate by giving 7 trading days notices to client.
19. The "Securities Account" will be fully operated (all Buy/Sell decisions) by the client at all times other than in the instance of "Broker" regularizing the account.
20. Trading will take place in the same way as with normal accounts i.e. either by giving written order, by facsimile message or email.
21. Interest on the margin trading Facility is repayable on or before the end of every calendar month by way of depositing cash or adjustment in the security account.
22. **Paying off Debit Balance.**

To reduce or to pay off debit balance the client has to bring funds into the current account in either or both of following ways:

- a) By deposit funds directly to the client's Current Account.
- b) By selling securities in client's Security /BO Account and depositing sales proceeds to client's Security Account.

The proceeds will first be used to pay off the client's debit balance, whatever is left will be given to the client.

23. **Security**

The shares or cash brought by the client together with shares purchased by using debit balance will be considered as collateral for the margin Trading facility.

However, the shares brought by the client to cover Margin requirement should meet following criteria :

- a) The shares should be acceptable to the broker/dealer
- b) The shares should be tradable in the CSE
- c) The shares should possess reasonable liquidity.

The broker/dealer may also take additional securities as collateral from the client.

**24. The client hereby irrevocably authorizes the broker :**

- a) To deal with all the client's securities deposited in the in the "Central Depository System" (CDS) from time to time and at all times whatsoever independently and at the sole discretion of the broker/dealer as long as the client's liabilities in the repayment of all such facilities remain outstanding.
- b) To purchase and sell any such securities of the client deposited with "CDS" and to deal or negotiate with other Institution, engaged in purchase or sale of any securities on the client's behalf and to deal with any other matters relating to the "Security/ Bo Account" with or without instructions given to the broker/ dealer by the client and the client here by agrees that he/it shall at all time ratify and endorse such acts of the broker/dealer shall not be liable for any loss to the client directly or indirectly resulting from any such act of commission or omission.
- c) To debit the "Security Account" For any sums or sum of money being purchase price of marginable securites, broker's commissions, payments for rights and benefits in respect of marginal securities, transaction fee. commission or for any payment whatsoever.
- d) To issue pay Orders of Band Drafts or Transfer funds by any means to any person or persons and for any amount in respect of any transaction pertaining to the business averred herein.
- e) To deposit Cash, Cheque or other instruments into the "Security Account"
- f) Generally to do all things which the client is empowered to do in respect of the " Security Account"
- g) The client shall indemnify the broken in full and keep indemnified at all times against any losses. loabilities, expenses and costs whatsoever incurred by the broker as a result of any such transactions aforesaid.
- h) Client further gives irrevocably power of attorney to the broker to sign CDBL pay in pay out instruction slip on behalf of the client as when required.
- i) To execute sell shares from client Security Account and Subsequently sign pay in instruction if situation arises.

**25. The Broker agrees with the client as follows:**

- a) Both the Broker and Client's shall have the right at any time in its absolute discretion and without having to furnish any reaon therefore to close the "Security Account" by giving one month prior written notice of closure to the client and any debit of the client security account (if any) will be adjusted as per rules 23 mentioned in the terms & conditions.
- b) The broker/dealer shall act directly as the agent of the client in respect of all dealings of margin able securities and the client shall remain principally liable for all dealings, negotiations and transactions entered into by the broker on behalf of the client.
- c) To charge interest on all such amounts due and unpaid or spent on behalf of the client at rates determined by the broker, with statutory levies and the broker shall have the right to debit the "Security Account" with the same.
- d) Where the client is in default of payment of legal fees, stamp duty or other out of packet expenses from the client by debiting the Security Account.
- e) This agreement shall be binding on the parties here to their successors, heirs. executors, administrators, assigns or legal representatives.
- f) The terms and conditions shall not be altered amended or modified except in writing by the duly authorized representatives of each party hereto.
- g) This agreement shall be governed and construed by the laws of the Peoples Republic of Bangladesh.
- h) The client does hereby agree and irrevocably holds the broker indemnified, save and harmless against any losses, suits, claims and damages that the broker shall or may be caused, sustained, incurred, or suffered by reason in maintaining the client's accounts and using the Margin Trading Facilities in any manner whatsoever and/or acting on the instructions or requests, advices made or forwarded by way of telephone messages or Facsimile messages and/or by accepting electronic messages exchanged.
- i) In the event of the death of one of the joint account holder, the survivor; and on the death of sole account holder, the nominee or successor shall be the beneficia ry of the transactions.