

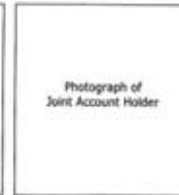
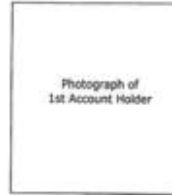
# IDLC SECURITIES LIMITED

(A Wholly-owned Subsidiary of IDLC of Bangladesh Limited)

36 Dilkusha C/A (13th Floor), Dhaka 1000

Tel: +880-2-957 1842, Fax: +880-2-716 1544

E-mail: securities@idlc.com, Web: www.idlc.com



## Corporate Member:

Dhaka Stock Exchange Limited (58), SEC Reg. No-3.1/DSE-58/2006/130

Chittagong Stock Exchange Limited (119), SEC Reg. No-3.2/CSE-119/2006/135

Date

### CUSTOMER ACCOUNT INFORMATION FORM

Client Account No.  BO ID NO.  1  2  0  3  6  8  0  0

Account Type: Cash  Margin  NRB: Yes  No  Status: Individual  Joint

Special Remarks, If any:

**Name of the Customer/Account Holder:**

Father's/Husband's Name:

Date of Birth  Sex: Male  Female

Marriage Anniversary

Occupation  Nationality

Present Address

Phone

Fax  E-mail

Permanent Address

Phone

Fax  E-mail

**Joint Account Holder's Name:**

Father's/Husband's Name:

Date of Birth  Sex: Male  Female

Marriage Anniversary

Occupation  Nationality

Present Address

Phone

Fax  E-mail

Permanent Address

Phone

Fax  E-mail

Name and contact details of the Authorized Person (if any) of the Customer to deal with IDLC SECURITIES LIMITED  
(A passport size photograph of the Authorized Person is required to be attested by the Customer)

**Name of Authorized Person:**

Father's/Husband's Name

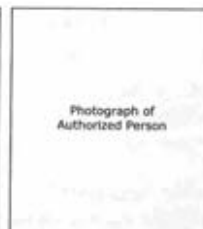
Date of Birth  Sex: Male  Female  Nationality

Present Address

Phone  Fax  E-mail

Permanent Address

Phone  Fax  E-mail



Whether the Customer or Joint Holder is an Officer or Director of any Stock Exchange/Listed Company? Yes  No

If yes, Name & Address of the Stock Exchange/ Listed Company

Name & Address of the Person Introducing the Customer

### Special Instruction, if any:

Date & Signature of Introducer

Date & Signature of Authorized Person (if any)

Date & Signature of Customer

Date & Signature of Joint Account Holder

Authorized Signatory accepting the Account

Date & Signature of CEO/Director

# **IDLC SECURITIES LIMITED**

(A Wholly-owned Subsidiary of IDLC of Bangladesh Limited)

CORPORATE MEMBER - DHAKA STOCK EXCHANGE LIMITED AND CHITTAGONG STOCK EXCHANGE LIMITED

36, Dilkusha C/A (13th Floor), Dhaka 1000  
Tel: +880-2-957 1842, Fax: +880-2-716 1544

## **(TERMS AND CONDITIONS FOR OPENING A BROKERAGE ACCOUNT)**

### **DECLARATION/AGREEMENT**

I/We the undersigned whose information is given in the Brokerage application Form hereby request to be registered as a client of IDLC SECURITIES LIMITED and intend 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 IDLC SECURITIES LIMITED.

### **TERMS AND CONDITIONS**

**Instruction:** A written instruction shall be given to IDLC SECURITIES LIMITED from time to time to purchase and/or sell investments (which shall mean and include stocks, debentures, mutual funds and private placement or any other similar financial instrument as may be made available from time to time) on behalf of the account holder. On receipt of such instructions along with a cash deposit or delivery of shares, IDLC SECURITIES LIMITED shall, so far as IDLC SECURITIES LIMITED considers it reasonably practicable, purchase and/or sell investments in accordance with those instructions, provided always that (I) any such dealings to do not contravene any applicable laws or regulations; (II) IDLC SECURITIES LIMITED shall have an absolute discretion to accept or reject purchase/sell instructions and (III) accounts 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).
- 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. Sellers 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 IDLC SECURITIES LIMITED otherwise and provide such documentation as IDLC SECURITIES LIMITED may require, the brokerage account(s) shall be held by the account holders jointly with rights or survivorship (payable to either or the survivor). Under these terms and conditions each joint account holder irrevocably appoints the other as attorney in fact to take all action on his or her behalf and to represent him or her in all respects in connection with this agreement. IDLC SECURITIES LIMITED shall be fully protected in acting but shall not be required to act upon the instruction of either of the account holder, who shall be liable, jointly or severally, for any amounts due to IDLC SECURITIES LIMITED pursuant to this agreement, whether incurred by either both of the account holders.

**Jumbo and Market Lots:** when an account holder wishes to sell stock, he/she must inform IDLC 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 understand(s) that the stock market is a rapidly changing market and that there is an inherent risk in incurring loss in share dealings.

**Limit Orders:** While IDLC SECURITIES LIMITED will endeavor to purchase or sell the Investment within the limits of the prices that may be notified by the account holder, IDLC SECURITIES LIMITED does not guarantee or assure that the

transactions will be materialized with on such notified limits. IDLC SECURITIES LIMITED will always endeavor to obtain the best price.

**Agents:** IDLC 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. IDLC SECURITIES LIMITED may seek and act on an opinion from any lawyer, accountant or other expert and shall not incur any liability by acting upon such opinion.

**Associates Companies:** IDLC SECURITIES LIMITED may purchase and/or sell Investment on behalf of the account holder by placing order with itself and other company whether acting as underwriter(s), investment manager(s), merchant or commercial bank(s), registered or licensed deposit- taker(s), broker(s), dealer(s) or otherwise, or with any other broker(s) and dealer(s) as IDLC SECURITIES LIMITED in its sole discretion may decide.

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

**Payment and Disclosure:** IDLC SECURITIES LIMITED shall not be obliged to make any payment on behalf of the account holders. IDLC 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 IDLC SECURITIES LIMITED will not be liable in any way to account holder for so doing.

**Cancellation provisions:** IDLC SECURITIES LIMITED is authorized, in its discretion, should the undersigned die or should IDLC SECURITIES LIMITED for any reason whatsoever deems it necessary for its protection, without notice, to cancel any outstanding orders 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 IDLC SECURITIES LIMITED as a broker/member of the DSE or as a broker/member of the CSE, the account holder shall be indemnified if and only as provided by the Rules and Regulation of the DSE/CSE.

**Confirmation and settlements:** IDLC SECURITIES LIMITED shall use its best endeavors to provide the account holder with (a) written confirmation of each transaction it has effected in instruction\* and (b) contract notes ( in such form as IDLC SECURITIES LIMITED shall determine) setting forth (i) details of the trade date, value date, settlement date, quantity, price, commission rate and DSE "Howla" number or CSE equivalent provided also that the account holder does hereby agree and undertake to confirm in writing beforehand of all our instructions.

**Fees and expenses:** The account holder will pay a brokerage commission of \_\_\_\_\_, and any other related expenses and charged that may from time to time be applicable. Every transaction concluded through and recognized by the DSE or the CSE is subject to transaction levies or other fees imposed by the DSE and CSE. The account holder understands that the rate of commission may be changed from time to time.

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

**Period:** This agreement shall be remain in force for a period of \_\_\_\_\_ months/years from the date of signing.

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

- (i) Upon the expiry of the period of this Agreement unless renewed upon mutual agreement between IDLC SECURITIES LIMITED and the Account Holder.
- (ii) Before the expiry of the period of this Agreement, if either IDLC SECURITIES LIMITED or the Account Holder gives \_\_\_months' notice. Termination shall not absolve the parties from completing accounts and adjusting any outstanding dues.
- (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 IDLC SECURITIES LIMITED without the consent of the other but the notice of assignment must be given to the other in writing.[Legally - rights are assignable and obligations are transferred]

**Force Majeur:** IDLC SECURITIES LIMITED shall not be liable for any loss, damages, expenses, costs or other wise resulting directly or indirectly from any Government restriction, exchange ruling, suspension of trading, war, strike, national disaster or any other event or force majeure or circumstances beyond its control.

**Forged Shares:** IDLC SECURITIES LIMITED shall not be liable or responsible for any shares that are found to be forged. However, IDLC 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 IDLC 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 mechanical confirmation.
  - (c) All oral 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 IDLC 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 the IDLC SECURITIES LIMITED 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 on both the parties. In case the Arbitrators differ in their finding, the decision of the Umpire shall be final and binding on the parties. The arbitration shall be conducted in accordance with the Arbitration Act, 2001.

I/We have read the terms and conditions contained herein above, and having agreed with such terms and conditions

I/we put my/our/company seal and signature on this the \_\_\_\_day of \_\_\_\_\_, 200\_\_.

**Signature of the Account Holder**

**Signature of Joint Account Holder**

<b>Witnessed By:</b> Signature..... Name:..... Address:..... .....	<b>Witnessed By:</b> Signature..... Name:..... Address:..... .....
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