

# **ACCOUNT OPENING FORM**

"শেয়ার বাজারে বিনিয়োগ ঝুঁকিপূর্ণ, জেনে ও বুঝে বিনিয়োগ করুন"<sub>-BSEC</sub>

# REQUIRED DOCUMENTS

l ie	t of Required Documents of Individual for single/ Joint Account		
1.	Three copies of passport size phtotograph (1st Applicant)	Yes / No	
2.	Three copies of passport size photograph (1st Applicant)  Three copies of passport size photograph (2nd Applicant)	Yes / No	
3.	Photocopy of National ID card/Passport	Yes / No	
4.	Bank Statement /Photo copy of MICR Cheque Leaf.	Yes / No	
5.	Two copy of photograph of nominee (duly attested by A/C holder)	Yes / No	
6.	Two copies of Photograph of authorized/POA, duly attested by A/C holder (If needed)	Yes / No	
7.	National ID card/ Passport of nominee/ authorized/ POA. (duly attested by A/C holder)	Yes / No	
8.	Photocopy of TIN Certificate (if any)	Yes / No	
	t of Required Documents of Bangladeshi Institutions		
1.	Photocopy of Memorandum and Articles of Associations (duly attested)	Yes / No	
2.	Photocopy of Certificate of incorporation (duiy attested)	Yes / No	
3.	Photocopy of Valid Trade License	Yes / No	
4.	Photocopy of Board resolution to open the account and authorization for operation.	Yes / No	
5.	List of authorized signatories along with address.	Yes / No	
6.	Three copies of passport size photographs of the CEO/ MD/ Chairman (duly attested)	Yes / No	
7.	Two copies of passport size photographs of authorized person (dully attested)	Yes / No	
8.	Bank Statement/Photocopy of Cheque Leaf	Yes / No	
9.	Photocopy of TIN Certificate (if any)	Yes / No	
	t of Required Documents of non-resident bangladeshi (single/ Joint Account)		
1.	Three copies of passport size phtotograph (1st Applicant)	Yes / No	
2.	Photocopy of Passport (with valid visa) (1st Applicant).	Yes / No	
3.	Copy of Service agreement with the employer/Work permit/Residence Permit/Social Secutiry Card/ Business documents.	Yes / No	
4.	Foreign Currency (FC) Bank account certificate containing name of the applicant, name of father & mother and bank account number.	Yes / No	
5	Two copy passport size photograph of the Nominee(s), (Attested by account holder)	Yes / No	
6.	Two copies passport size photograph of authorized & POA (attested by account holder)	Yes / No	
7.	Three copies passport size photograph of 2nd applicant (attested by account holder at the back)	Yes / No	
8.	Photocopy of Passport (with valid visa of 2nd applicant).	Yes / No	
9.	Photocopy of TIN Certificate (if any)	Yes / No	
	t of requirement documents (Proprietorship)	r	
1.	Copy of Valid Trade License	Yes / No	
2	NID Copy & photograph of Contact Person	Yes / No	
3.	Bank Statement /Photo copy of MICR Cheque Leaf	Yes / No	
4.	Photocopy of TIN Certificate	Yes / No	
5.	Three copies of passport size phtotograph	Yes / No	
6.	Two copy of passport size photograph of nominee attested by a/c holder.	Yes / No	
7.	NID of nominee	Yes / No	
	t of requirement documents (Partnership)	г	
1.	Copy of Valid Trade License	Yes / No	
2.	Partnership Deed.	Yes / No	
3.	NID Copy & photograph of Authorized Signatory attested by all the partners.	Yes / No	
4.	Partners letter of authority to open account and authorization for operation.	Yes / No	
5.	Bank Statement /Photo copy of MICR Cheque Leaf	Yes / No	
6.	Photocopy of TIN Certificate (Ifany)	Yes / No	
	t of requirement documents (Association /Trust/Society/ Provident Fund)	r	
1.	Trust Deed (for trust account only) duly attested	Yes / No	
2.	Photocopy of of Constitution/bylaws/Rules.	Yes / No	
3.	Photocopy of Certificated of registration	Yes / No	
4.	List of members of the governing bodies along with addresses.	Yes / No	
5.	Reorganization letter from NBR (for Provident fund only)	Yes / No	
6.	Bank Statement /Photo copy of MICR Cheque Leaf	Yes / No	
7.	Photocopy of Board Resolution of governing body to open the account and authorization for operation (Company pad)	Yes / No	
8.	Photocopy of TIN Certificate (if any)	Yes / No	
9.	List of authorized signatories along with addresses.	Yes / No	
10.	NID Copy & Photograph of authorized person (duly attested)	Yes / No	



# BO Account Opening Form (Bye Law 7.3.3 (b)

CDBL Bye Laws  Form 02
Please complete all details in CAPITAL letters. Please fill all names correctly. All communication shall be sent only to the First Named Account Holder's correspondence address.
Application No
Please Tick whichever is applicable
BO Category: Regular Omnibus Clearing BO Type: Individual Company Joint Holder
Name of CDBL Participant (Up to 99 Characters) CDBL Participant ID BO ID FIRST CAPITAL SECURITIES LIMITED Date Account Opened (DDMMYYYY)
4 4 3 0 0 1 2 0 4 4 3 0 0
/ We request you to open a Depository Account in my / our name as per the following details:
1. First Applicant
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 Cocupation (30Characters)
Father's / Husband's Name
Mother's Name
2. Contact Details:
Address
CityCountryTelephoneTelephone
Mobile PhoneFaxE-mail
3. Passport Details
3. Fassport Details
Passport No
4. Bank Details
Bank Name Branch Name
Electronic Dividend Credit: Yes No Tax Exemption if any: Yes No TIN / Tax ID :
5. Others Information
Residency: Resident Non Resident Nationality Date Of Birth (DDMMYYYY)
Statement Cycle Code Daily Weekly Fortnightly Monthly Other (Please Specify)
Internal Ref. No (To be filled in by CDBL Participant)
In Case of Company:  Registration No
6. Joint Applicant (Second Account Holder)
Name in Full (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.

**CDBL Bye Laws** Form 02 7. Account Link Request Would you like to create a link to your existing Depository Account? Yes If yes, then please provide the Depository BO Account Code ( 8 Digits): 8. Nominees/ Heirs If account holder(s) wish to nominate person(s) who will be entitled to receive securities outstanding in the account in the event of the death of the sole account holder / all the joint account holders, a separate nomination Form - 23 must be fiiled up and signed by all account holders and the nominees giving names of nominees, relationship with first account holder, percentage distribution and contact details. If any nominee is a minor, guardian's name, address, relationship with nominee has also to be provided. 9. Power of Attorney (POA) If account holder(s) wish to give a Power of Attorney (POA) to someone to operate the account, a separate Form - 20 must be fiiled up and signed by all account holders giving the name, contact details etc. of the POA holder and a POA document lodged with the form. 10. To be filled in by the Stock Broker / Stock Exchange in case the application is for opening a Clearing Account Exchange Name DSE Trading ID..... **CSE** Trading ID..... 11. Photograph Please paste Please paste Please paste recent passport recent passport recent passport size Photograph of size Photograph of size Photograph of 1st Applicant or 2nd Applicant or Authorized Authorized Authorized Signatory in case Signatory in case Signatory in case of Limited Co. Only of Limited Co. Only of Limited Co. Only 1st Applicant or Authorized 2nd Applicant or Authorized Authorized Signatory in case of Signatory in case of Ltd Co. Only Signatory in case of Ltd Co. Only Ltd Co. Only 12. Standing Instructions I/We authorize you to receive facsimile (fax) transfer instructions for delivery. Yes 13. 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. Name of applicants / Authorized signatories in case of ltd Co. Signature with date First Applicant Second Applicant 3rd Signatory (Ltd Co. only) Special Instructions on operation of Joint Account Any two will operate jointly Any one Can operate Either or Survivor. Account will be operated by with any one of the others. 15. Introduction Introduction by an existing account holder of ...... Depository Paricipant's Name I confirm the identity, occupation and address of the applicant(s)...... Introducer's Name

(Signature of Introducer)



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

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 **FIRST CAPITAL 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 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 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 particulars set out in the account opening form, supporting or accompanying documents;
  - (b) The authenticity and genuineness of all certificates and/or documents submitted to the CDBL Participant along with or in support of the account opening form or subsequently 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.;
  - (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 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 securities held in my/our account.
  - c) The nominee so authorised, 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 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 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);
- (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);

- 8. CDBL Participant convenants 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 hehalf:
  - (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 Holder's 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 statements.
- 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 or participates in any fraud or other act of moral turpitude in his / its dealings with the CDBL Participant;
- (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 Itd Co.	Signature with date
First Applicant		
Second Applicant		
3rd Signatory (Ltd Co. only)		



**Corporate Office :** Somobay Bank Bhaban (9th Floor), 9/D Motijheel C/A, Dhaka-1000

Tel: 02-223352096, 02-47123120, Cell: 01764610730 Email: fcsl.dhaka@gmail.com, Web: www.fcslbd.com

# FORM-II

[see rule 5(2)(e)]

DSE TREC # 70, CSE TREC # 11,

BSEC Registration # 3.1/DSE-70/2005/92 & # 3.2/CSE-011/99/97

CUSTOMER ACCOUNT OPENING FORM

(For Individual Customer/Applicant: Single/Joint Account)

Photograph of Customer with attestation of the introducer

Customer Account Code No	[To be filled by the	he Applicant] Date:				
BO Account No.: 1 2	0 4 4 3 0 0		Account Type:	Cash/Margin		
	nark): Resident Bangladeshi No		=			
Name of the Applicant/Custome	er:					
Profession:						
Father's Name.:						
Mother's Name :						
Spouse's Name:						
Present/Contact Address						
Permanent Address						
Date of Birth:	Sex: MaleF	Female	Nationality:			
	icate/Driving License Number					
•	E-mail Address:					
Joint Applicant (Second A	ccount Holder)					
* *	······································					
Profession:						
Mother's Name:						
Spouse's Name :						
Present/Contact Address						
Permanent Address						
Date of Birth:	Sex: Male Fem	aleNationa	lity:			
National ID/Passport/Birth Certifi	icate/Driving License Number					
Whether the applicant is Officer Yes No.	or Sponsor/Director of any Broker/Deal	er/Exchange/Depository/Clear	ing & Settlement C	ompany/ListedCompany?		
	If yes, please mention the name & address of the Broker/Dealer/Exchange/Depository/Clearing & Settlement Company/Listed Company with designation of the said officer or sponsor or director:					
Nominee Details:						
Particulars	Nominee-1	Nominee-2				
Name				Photograph(s) of Nominee(s) with		
Father's Name				attestation of the Customer		
Mother's Name				Nominee-1		
Permanent Address						
Mobile Number						
Email Address  NID/Birth Certificate/ Passport Number				Photograph(s) of Nominee(s)		
Relation with applicant				with attestation of		
Percentage (%) of Nomination				the Customer Nominee-2		

Authorized Person Det	ails (if any):				_
Name					
Present/Contact Address					Photograph of
NID/Birth Certificate/ Passport Number					authorized Person attestation of the
Phone Number		Mobile Number			Customer
Email Address					
Source of Fund details					
Bank Account Details:	,				
Account Number					
Bank Name					
Branch Name			Routing No	D.	
Introducer Details:					
Name					
Account Number					Signature of the
Mobile Number					Introducer with date
Account operating instruc	ction: Singly ope	erated; Jointly operated; oth	hers (specify)		•
Have any other Custon	ner Account (Single	/joint) with any Stock Broker(s)?	Yes No	If yes, giv	ve please details:
Client Code	No.	BO Account No.		Nan	ne of Broker
				••••••	Signature of the
Signature of th Holder wi	th date			Autho	orized Person (if any) with date
Processed	l by:	Checked by:			Approved by:
Name:		Name:		Name:	
Designation:		Designation:		Designation:	
Signature:		Signature:		Signature:	
Date:		Date:		Date:	



Email Address

FORM-II

[see rule 5(2)(e)] DSE TREC # 70, CSE TREC # 11, BSEC Registration # 3.1/DSE-70/2005/92 & # 3.2/CSE-011/99/97

CUSTOMER ACCOUNT OPENING FORM

Photograph of MD/CEO with attestation of the Introducer

	(For the Comp	pany or Institutional Account)	Date:
Customer Account Code	No	d by the Applicant	Date
BO Account No.: 1	2 0 4 4 3 0 0	Account Ty	pe: Cash/Margin
		ark): Bangladeshi  Foreign  Other (Ple	
Type of the Company/Ins	titution: Private Ltd. Public I	Ltd. NGO Others (Please Specify) .	•••••
Corporate Address:			
Registered Address:			
Incorporation Certificate No	:	date :	
Business Commencement Ce	ertificate No.(if any)	date :	
Trade License No.:		date :	
TIN No	BIN No.(if any)	VAT Registration Certificate No	
Phone No.:	Mobile No:	E-mail Address:	
<b>Details of Managing Direct</b>	ctor/CEO:		
Name of the Managing Direc	tor/CEO		
Father's Name:			
Mother's Name:			
Spouse's Name:			
Present/Contact Address:			
Permanent Address:			
Date of Birth:	Sex: Male	FemaleNationality	
National ID/Passport/Birth Certif	icate/Driving License Number	Phone No.:	
Mobile No:	E-mail Address:		
Whether the applicant is Off	ficer or Sponsor/Director of any Broker/De	ealer/Exchange/Depository/Clearing & Settlement	nt Company/Listed Company?
	of the said officer or sponsor or director	Broker/Dealer/Exchange/Depository/ Clearing or:	
Signatory of the Accou			
Particulars	Signatory-1	Signatory-2 (if any)	Photograph of authorized
Name of the authorized signatory			person(s)/ signatury(s) with attestation
Designation			of the MD/CEO Signatory-1
Present/Contact Address			
NID/Birth Certificate/ Passport Number			Photograph of
Phone Number			authorized person(s)/ signatury(s)
Mobile No.			with attestation of the MD/CEO
E 11 4 1 1	I		Signatory-2

Source of Fund details  Bank Account Details:		
Account Number		
Bank Name		
Branch Name	Routing	No.
Introducer Details:		
Name		
Account Number		Signature of the Introducer with date
Mobile Number		
Account operating instruction: Singly op	erated;  Jointly operated;  others (specify)	
Have any other Customer Account with any S	Stock Broker(s)? Yes No If yes, give p	lease details:
Client Code No.	BO Account No.	Name of Broker
Signature of MD/CEO with date	Signature of the Authorized Person/signatory-1 (if any) with date	Signature of the Authorized Person/signatory-2 (if any) with date
Processed by:	Checked by:	Approved by:
Name:	Name:	Name:
Designation:	Designation:	Designation:
Signature:	Signature:	Signature:
Date:	Date:	Date:

Note: In case of other type of applicant [if the applicant is a director/sponsor of a listed company or the applicant is a politically exposed person (PEP) or an Influential person (IP) or a Member of Senior Management of an International Organization] please use/fill-up individual/joint application form if the applicant is individual/joint person(s), but if the type of applicant(s) is a legal body corporate or institution, please use/fill up the company's or institutional application form.



Corporate Office: Somobay Bank Bhaban (9th Floor),

9/D Motijheel C/A, Dhaka-1000

Tel: 02-223352096, 02-47123120, Cell: 01764610730 Email: fcsl.dhaka@gmail.com, Web: www.fcslbd.com

#### MARGIN TRADING AGREEMENT

This AGREEMENT is made this	Day of	20	of the Christian Era

#### **BETWEEN**

FIRST CAPITAL SECURITIES LIMITED a private limited company incorporated in Bangladesh under the Companies Act, having its main office at (Room # 422, DSE Annex Building (3rd floor),9/E, Motijheel C/A, Dhaka-1000) hereinafter referred to as the "BROKER" which term shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, legal representatives and assigns) of the One Part:

#### AND

1. Mr./Mrs	2. Mr./Mrs
S.O/W.O	S.O/W.O
Of	Of

(hereinafter referred to as the "CLIENT" which term shall unless excluded by or repugnant to the context be deemed to include his/her successor (s). legal representatives and assigns) of the other part

#### WHEREAS:

a. The BROKER has been providing stock broking facilities. CDBL Services and offering credit facilities to its customers:

b.The CLIENT has approached BROKER for credit facilities for the purchase of Securities listed with the DSE and CSE deposit/transfer Cash/

Securities in the CLIENT's name in account No...... and the "BENEFICIARY OWNER ACCOUNT"

referred to as "CDBL".

c.The BROKER has agreed to extend credit facilities to the CLIENT for the aforesaid purpose on the terma and conditions hereinafter stated and both the parties wish to enter into a Margin Trading Agreement (hereinafter referred to as "the agreement") for conducting Margin Trading in Bangladesh.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

RULES AND PROCEDURES REGULATING MARGIN TRADING

## 1.DEFINITIONS

- "BROKER" means FIRST CAPITAL SECURITIES LIMITED and includes its successors and interest.
- "CLIENT" means applicant named in the application form and includes its successors and interest.
- "BROKERAGE ACCOUNT" shall mean the account opened by the CLIENT with BROKER to deposit /deliver/ sell/ buy securities.
- "APPROVED SECURITIES" shall mean the securities approved by the BROKER to purchase into the BBOKERAGE ACCOUNT.
- "PROTFOLIO VALUE" means total market value of all the stock / Debentures/ Bounds held in CLIENT's designated account
- "MARGIN CALL" shall mean a reqest to the CLIENT to deposit money or shares to bring the Debit Balance equal to or below 50% of the portfolio value within 24 Hours.
- "DEBIT BALANCE" shall mean the total value of cash owned by the CLIENT together with any Interest, brokerage, CDBL charges and any other charges to the BROKER in the BROKERAGE ACCOUNT for securities transacted into the account.

# 2.THE CLIENT SHALL OPEN THE FOLLOWING TWO TYPES OF ACCOUNT WITH BROKER.

a.BROKERAGE ACCOUNT

The CLIENT shall open a Securities Account with BROKER to transact shares through it in his/her/its name.

b.BENEFICIARY OWNER (BO) ACCOUNT

I)The CLIENT shall open a separate BO Account through CDBL in his /her/its own name

II)The CLIENT shall be abide by the rules and regulation of the DSE and CSE, BSEC and CDBL

#### 3.METHODOLOGY

i)The CLIENT would be required to submit an application to the Broker/ dealer for the Margin Trade Facility.

- ii)The CLIENT (in case of Company/Trust) shall be allowed to commence Margin Trading only when it has submitted to the BROKER copies of the relevant documents (i.e. certified copy of Trust Deed or Certificate of incorporation along with Memorandum and Ariicles of Association) and a resolution which authorizes that specific entity and its representatives on behalf of the client to conduct Margin Trading.
- iii)The 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.
- iv)The CLIENT contribution of share or Cash or both will be deposited to the Brokerage Account /BO Account. The value of shares shall be calculated of a daily basis as per day's closing price of DSE.

- v) 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" at any given moment.
- vi) Only "Approved Securities" may be used as collateral for margin Trading. A list of the "Approved Securities", to be updated from time to time, will be available with BROKER.
  - vii) When a previously approved securities is later disqualified for inclusion, it will be excluded from all subsequent margin calculation.
- viii) In the case of BROKER omitting a particular Securities/securities from the list of "approved securities" the CLIENT shall accordingly adjust the "portfolio value" or the "Debit balance" within five market days. Provided that in the event of suspension of any securities by the BSEC, DSE or CSE, BROKER will be excluded from the calculation of the portfolio value at any time.
- ix) The CLIENT may, using the credit facility, purchase approved securities through BROKER into the "Brokerage Account" to a maximum value of 50% of the portfolio value. The CLIENT shall at all times be responsible to maintain strictly the maximum limit of the "Debit Balance" at any given time.
- x) If debit balance goes above 55% of the portfolio value due to fluctuation in the market or any other event, BROKER will issue a "Margin Call" to the CLIENT. Margin call may be either in writing or via telephone call.
- xi) If the CLIENT doesn't respond to Margin call BROKER will then Sell out whatever shares as it appears fit to regularize the "Debit balance" to 50% of the "portfolio value." (+/-5% deviation is 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.
- xii) If the "Debit balance" reaches to 66% of the portfolio value due to a sudden fail in the market or for any other event, BROKER will sell out shares of any company whatsoever as it thinks fit to make the Debit Balance 50% of the portfolio value without any margin call or notice whatsoever. Any residual shares will remain in the account and will be available to CLIENT.
- xiii) 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 any regulatory authority from time to time, the BROKER shall have absolute discretion at the CLIENT risk to sell/buy any or all shares or securities of any company whateoever in the CLIENT "Brokerage Account" Without any consent of any form from the CLIENT in order to adjust the Debit Balance of the "Brokerage Account". In the event the Portfolio value of the "Brokerage Account" becomes inadequate to regularize the "Debit Balance", the CLIENT shall be under obligation to make cash payment to settle shortfall.
- xiv) The CLIENT shall pay brokerage commission for all transactions i.e. buy and sell in the "Brokerage Account". The CLIENT shall also pay brokerage commission for all transactions carried out in order to regularize the "Brokerage Account". Rate of brokerage will be fixed by the BROKER and can be changed from time to time.
- xv) Broker shall have the authority to give notice to the CLIENT to adjust the debit balance in Brokerage Account within 20(twenty) trading days for whatever reason with the right to divulge the reasons to the CLIENT. If the CLIENT doesn't respond to such notice BROKER shall then have absolute discretion at the CLIENT riskto sell/buy any or all shares of securities of any Company whatsoever in the CLIENT "Brokerage Account" without any consent from the CLIENT in order to adjust the Debit Balance of the Brokerage Account.
- xvi) Broker will charge CLIENT Account for any debit amount. calculated on a daily basis to be accounted for at the end of the calendar month. Broker shall advice the interest rate to the CLIENT from time to time. Broker reserves the right to increase/decrease the interest rate by giving 7(seven)trading day's notice to the CLIENT.
- xvii) The Brokerage account will be fully operated (All Buy/Sell decisions) by the CLIENT at all times other than in the instance of Brokerage regularizing the account as are explained in xi, xii, xii, xiv, xv of clause 3 hereof.
  - xviii) Trading will take place in the same way as the normal accounts i.e either by giving written order, by facsimile message or e-mail.
- xix) Profit Share 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 Brokerage account.
- xx) Broker shall have the right to change, rectify, include any terms and conditions in addition to the above at any time with 7(seven) trading days notice to the CLIENT.

# 4. Securities

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 Broker may assign such collateral with any financial institution including bank.

However, the shares brought by the CLIENT to cover Margin Requirement should meet following criteria:

- a) The shares should be acceptable to the Broker.
- b) The shares should be tradable in the DSE.
- c) The shares should possess reasonable liquidity.

Broker may also take additional securities as collateral from the CLIENT depending on the tradable demand of the shares offered by the CLIENT.

## 5. The CLIENT hereby irrevocably authorizes the Broker:

- a. To deal with all the CLIENT's securities deposited in the BO account with "Central Depositary System" (CDS) & Brokerage Account from time to time independently at its sole discretion 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 the purchase or sale of any securities on the CLIENT's behalf and to deal with any other matters relating to the "Brokerage/BO Account" with or without CLIENT's instructions and the CLIENT hereby agrees that he/it shall at all times ratify and endorse such acts of commission or omission.
- c. To debit the "Brokerage Account" for any sums or sum of money being purchased price of margin able securities. broker's commissions. payments for rights and benefits in respect of marginal securities, transaction fee, Profit Share CDBL charges or for any payment whatsoever.

- d. To issue pay -orders, Bank drafts or transfer of funds by any means to any person or persons and for many amount in respect of any transaction pertaining to the business averred herein.
  - e. To deposit cash, cheque or any other instruments into the "Brokerage Account"
  - f. To debit the CLIENT Brokerege account for profit share, brokerage, CDBL shares, and other service charges, if any

#### 6. Indemnity:

The CLIENT shall indemnify the BROKER infull and keep indemnified, save and harmless against any losses, suits, claims and damages that the BROKER shall or may be caused, sustained, incurred or suffered by any 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 or Facsimile and electronic messages.

#### 7. Power of Attorney:

The CLIENT hereby gives irrevocable power of attorney to BROKER to operate its/his/her BO account and Brokerage account to exercise any of the powers as stated in xi, xii, xiii, xiii, xiv, xv of clause 3 hereof.

# 8. The BROKER agrees with the CLIENT as follows:

- a) BROKER shall act directly as the agent of the CLIENT in respect of all dealing of margin approved securities and the CLIENT shall remain principally liable for all dealings, negotiations and transaction entered into by the BROKER on behalf of the CLIENT.
- b) Both the BROKER and CLIENT shall have the right at any time in their absolute discretion and without having reason therefore to close the Brokerage Account by giving one month prior notice of closure to the CLIENT and any debit of the CLIENT "Brokerage Account" (if any) will be adjusted.
  - c) This agreement shall be binding on the parties, their successors, heirs, executors, administrators, assignee, or legal repre sentatives.
- d) The terms and conditions shall not be altered amended or modified except in writing by the duly authorized representatives of each party hereto.
- e) Where the CLIENT is in default of payment of legal fees, stamp duty or other out of pocket expenses incurred by the BROKER, The BROKER shall have the right and discretion to recover such expenses from the CLIENT by debiting the Brokerage Account.

#### 9.Other Terms:

- a) The FCSL shall have the right to change, rectify and/or include any terms and conditions in additions to the above at any time with due notice to the Client.
- b) The FCSL shall be fully authorized to modify or vary the terms and conditions contained herein for compliance with any prevailing or change of relevant laws relating to matters herein.
- c) This Agreement is or shall be in compliance with the Bangladesh Securities and Exchange Commission(BSEC) Laws and such rules, regulations, notice or circulars issued by the Bangladesh Securities and Exchange Commission from time to time.

## 10. Trading Error:

- a) A trading error shall occurred if any discrepancy is detected between the order given by the client in accordance and the order placed to the Stock Broker in the following aspects:
  - i) False description of the name of securities.
  - ii) Alternation of orders, i.e placing buys order whiles the Client place sale order and vice versa.

b)The Stock Broker shall not be responsible for or assumes any obligation to compensate for any damage or loss suffered by the Client due to a trading error.

#### 11.Client Statement:

At each month and the broker will provide the client with a printed statement of thair Brokerage Account detailing the number of shares held and the debit balance if any.

#### 12.Nominee:

In the event of the death of one of the joint account holders, the survivor and on the death of sole account holder the nominee or successor shall be the beneficiary of the transactions.

This agreement shall be governed and construed by the laws of the Peoples Republic of Bangladesh.

IN WITNESS WHEREOF the parties hereto have caused this indenture to be executed on the day, month and the year herein before. Signed, sealed and deliverd by FIRST CAPITAL SECURITIES LIMITED

Signature of Account Holder	Signature of Joint Account Holder
Witness: 1.Signature Name Address	2.Signature
FOR OFFICE USE ONLY Introduced by: Signature: Name:	Approved by: Signature: Name: TREC Holder Representative



 ${\bf Corporate\ Office:}\ {\bf Somobay\ Bank\ Bhaban\ (9th\ Floor),}$ 

9/D Motijheel C/A, Dhaka-1000

Tel: 02-223352096, 02-47123120, Cell: 01764610730 Email: fcsl.dhaka@gmail.com, Web: www.fcslbd.com

# Power of Attorney (POA) Form

Form 20

|--|

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	
Name of CDBL Participant (Up to 99 Characters)  FIRST CAPITAL SECURITIES LIMITED	CDBL Participant ID 4 4 3 0 0
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)	
Power of Attorney Holder's Details  Name in Full  Short Name of Power of Attorney Holder ( Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 chara	
1. Power of Attorney Holder's Contact Details:	
Address  City	one
2. Power of Attorney Holder's Passport Details	
Passport No	
3. Others Information of Power of Attorney Holder	
Residency: Resident Non Resident Nationality	
Power of Attorney Effective From  D D M M Y Y Y Y  D D M M Y Y Y Y	
Remarks (Insert reference to POA document i.e. Specific POA or General POA etc.):	

CDBL Bye Laws Form 20

4. Photograph of Power of Attorney Holder								
	Photograph of Power of Attorney Attested by Account 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.

(POA Holder)

Applicants	Name of applicants / Authorized signatories in case of Itd Co.	Signature with date
POA Holder		
First Applicant		
Second Applicant		
3rd Signatory (Ltd Co. only)		



Residency: Resident

Non Resident

Corporate Office: Somobay Bank Bhaban (9th Floor), 9/D Motijheel C/A, Dhaka-1000

Tel: 02-223352096, 02-47123120, Cell: 01764610730 Email: fcsl.dhaka@gmail.com, Web: www.fcslbd.com

# **BO Account Nomination Form**

# **CDBL Bye Laws** Form 23 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 (DDMMYYYY)..... Name of CDBL Participant (Up to 99 Characters) CDBL Pariticipant ID..... FIRST CAPITAL SECURITIES LIMITED 4 4 3 0 0 |2|0|4|4|3|0|0| Account holder's BO ID Name of Account Holder (insert full name starting with Title i.e. Mr. / Mrs. / Mrs. / Dr, abbreviate only if over 30 characters) I / We nominate the following person(s) who is/are entitled to receive securities outstanding in my/our account in the event of the death of the sole holder / all the joint holders. 1. Nominee / Heirs Details Nominee 1 Name in Full Title i.e. Mr. / Mrs. Short Name of Nominee (Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr. abbreviate only if over 30 characters) Percentage (%)..... Relationship with A/C Holder:.... Mobile Phone......Fax......E-mail..... Non Resident Nationality......Date of Birth (DDMMYYYY) 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) Address Mobile Phone......Fax......E-mail.....

Nationality.....ate of Birth (DDMMYYYY)

CDBL Bye Laws Form 23

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.										
Relationship with A/C Holder										
Address	Address									
CityPost CodeState / DivisionCountryTelephoneTelephone										
Mobile Phone	Fax	E-mail								
Passport No	Iss	ue PlaceIs	sue Date	Expiry [	Date					
Residency: Resident	Non Reside	ent Nationality	Di	ate of Birth (DDMM)	YYY)					
Guardian's Details (if No Name in Full	ominee is a Mir	nor)								
Short Name (Insert full	I name starting	with Title i.e. Mr./ Mrs./ Ms / Dr,	abbreviate only	if over 30 characters)						
Relationship with Nominee		Date of Birth of Minor (I	DDMMYYYY)	Maturi	ty Date of Minor (DDMMYYYY)					
Address										
0"	5 . 0	0			<b>-</b> 1					
•				•	Telephone					
					_					
Passport No	¬				Date					
Residency: Resident	Non Resident	Nationality	Ε	Date of Birth (DDMMYY)	(Y)					
2. Photograph of No	minees / Heirs	S								
Photograph	of	Photograph of	Pho	otograph of	Photograph of					
Nominee/He	eirs	Nominee/Heirs	Nor	ninee/Heirs	Nominee/Heirs					
Attested Acco	ount	Attested Account Holder		sted Account Holder	Attested Account Holder					
Holder		Holder		Holder	Holder					
Nominee / Heir 1 Nominee / Heir 2 Guardian 1 Guardian 2										
		Name			Signature					
Nominee / Heir 1										
Guardian 1										
Nominee / Heir 2										
Guardian 2										
First Account Holder										
Second Account Holder										



Corporate Office: Somobay Bank Bhaban (9th Floor), 9/D Motijheel C/A, Dhaka-1000 Tel: 02-223352096, 02-47123120, Cell: 01764610730

Email: fcsl.dhaka@gmail.com, Web: www.fcslbd.com

## **KYC Profile Form** (under FORM-II) (Filled by the Stock Broker)

Name	of the Account Holder(s):			, 		
B.O. A	.ccount Number :					
Custor	ner Account Number :					
Occup	ation (with Joint Account Holder's, if an	y):				
Name	of MD/CEO (in case of Company or Ins	titution or Firm):		•••••		
Nature	of Business (in case of Company or Ins	titution or Firm) :				
Descril	be in detailed as to whether the account ally exposed person (PEP)/Influential Pe	holder (the individual/instit	cution/company) is	s a director/spo	nsor of a Listed company or he/it is a	
	of Fund:					
	ximate amount of Daily/Monthly/Annua					
Descri	be in detailed, how source of fund was v	erified:				
Details	of Information/Documents of the Acco	ount Holder(s):				
				tocopy		
SI.	Nature of Documents	Number	Yes	tained No	Applicable for	
1	National ID				Individual (if any)	
2	Passport				Individual (if any) or NRB or NR or Foreigner	
3	Visa/Residential Permit and Work Permit				NRB or NR or Foreigner	
4	Birth Certificate				Individual (if any)	
5	Driving License				Individual (if any)	
6	Bank Account with supporting document				Individual or NRB or NR or Foreigner	
7	NID/Birth Certificate/Passport				Nominee	
8	NID/Birth Certificate/Passport				Authorized Person	
9	Registration Certificate				Firm/Company/Institution	
10	Date of Incorporation				Firm/Company/Institution	
11	Memorandum of Association				Company/Institution	
12	Articles of Association				Company/Institution	
13	Trade License				Firm/Company/Institution	
14	TIN				Firm/Company/Institution	
15	VAT Registration				Firm/Company/Institution	
16	Particular of Directors				Company / Institution	
Comm	nents (if any):		•••••	•••••		
	Signature of Account Opening Officer with date & Seal			Si	gnature of Authorized cer/ MD/CEO with date & Seal	
When	was the information related to the Accou	unt last reviewed and update	d? If any, details v	vith comments		
	ure of the Officer performing review date, with date & Seal					



Signature of Account Holder

# Signatory Card

Code No-

Branch:

(1st Applicant)					(2nd Applicant)						Photograph of Power of Attorney Attested by Account Holder.						Photograph of Nominee of Attorney Attested by Account Holder.		
Name :				1	Name					١	lame :					Nar	me:		
5	Signatu	ıre					Signatu	re			Signature						Signature		
Special instruction	n (if an	y) :																	
To MD/CEO First Capital Securities Ltd. Motijheel C/A, Dhaka-1000.																			
BO ID	1	2	0	4	4	3	0	0									Code:		
If clie	nt ha	s Joi	nt Ac	cour	nt														
BO ID	1	2	0	4	4	3	0	0									Code:		
Name of Account Holder:  Dear Sir, I would like to register my BO account(s) with following email address & mobile number for sending various information.  Email Address:  Please write down your Email & Mobile clearly																			
Thanking you.																			





# **Main Office:**

Room # 422, DSE Annex Building (3rd floor) 9/E, Motijheel C/A, Dhaka-1000, Tel: 02-223352096, 02-47123120, Cell: 01730 - 486007

# **Corporate Office:**

Somobay Bank Bhaban (9th Floor), 9/D Motijheel C/A, Dhaka-1000 Tel: 02-223352096, 02-47123120, Cell: 01764 - 610730

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