



AB Investment Limited
 HEAD OFFICE, DHAKA-1000
APPLICATION FOR OPENING INVESTMENT ACCOUNT

DD/ MM/ YY

 Date :

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(Please tick in the appropriate box)

 Individual Account

 Investor's Discretionary Investment Account (IDA)

 Joint Account

 Merchant Bank's Discretionary Investment Account (MDA)

Dear Sir/Madam,

I/We, the undersigned request you to open an IDA/MDA account in your Company in the name as stated below. I/We have read and fully understood the instructions enclosed. I/We am/are also aware of the SEC rules, regulations and procedure regarding operations of an Investment Account with your Company agree to abide by the rules and regulations governing the Investment Account. All relevant particulars about myself/ourselves are furnished below for future record :

PRINCIPAL APPLICANT

Full Name (Mr./Mrs./Ms./Dr.)

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Nationality

Date of Birth

Profession

--	--	--

Father's/Husband's Name

--	--

Mother's Name

--	--

Relationship with the Joint Applicant :

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JOINT APPLICANT

Full Name (Mr./Mrs./Ms./Dr.)

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Nationality

Date of Birth

Profession

--	--	--

Father's/Husband's Name

--	--

Mother's Name

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Relationship with the Principal Applicant :

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TELEPHONE ADDRESS

TELEPHONE : OFFICE :

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EXT

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FAX

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RESIDENCE :

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MOBILE

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E-MAIL :

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PERMANENT ADDRESS

Please open and IDA/MDA account in my/our name (s) as per set Rules and Regulation relating to operations of Investment Account set out below :

Sl. No.	Criteria	IDA	MDA
1.	Opening of Investment Account	Any two Bangladeshi national and NRB of sound mind having a minimum age of 18 years may open three IDA/MDA Account : one each in their single name and the other in their joint names.	Any two Bangladeshi national and NRB of sound mind having a minimum age of 18 years may open three IDA/MDA Account : one each in their single name and the other in their joint names.
2.	Photograph	Two copies of attested photograph of the account holder(s) and 1 copy of photograph of the authorized person (operator) and nominee should be attached with the account opening form.	Two copies of attested photograph of the account holder(s) and 1 copy of photograph of the authorized person (operator) and nominee should be attached with the account opening form.
3.	Minimum deposit for opening an account	Tk. 10,00,000	Tk. 10,00,000
4.	Mode of Deposit	Only crossed cheque., P.O., D.D and cash shall be entertained. In case of Head Office, the account holder will deposit the sum with the Principal Branch, Dhaka and at the counter of the Bank for other designated branches.	Only crossed cheque., P.O., D.D and cash shall be entertained. In case of Head Office, the account holder will deposit the sum with the Principal Branch, Dhaka and at the counter of the Bank for other designated branches.
5.	Fill-in the Application Form	Application form must be completely filled-in and signed by the account holder(s) and the operator (if any)	Application form must be completely filled-in and signed by the account holder(s) and the operator (if any)
6.	Loan facility/Bank participation for investment	ABIL's descretion, on the basis of the Margin Rule for the Marchant Bank.	ABIL's descretion, on the basis of the Margin Rule for the Marchant Bank.
7.	Rate of interest for availing loan (ABIL may change the rate from time to time)	Qty Rest-Interest Rate as decided by the ABIL from time to time.	Qty Rest-Interest Rate as decided by the ABIL from time to time.
8.	Documentation charge Commission (ABIL may change the rate from time to time)	Tk. 1,000	Tk. 1,000
9.	Composition of Portfolio	Diversified Portfolio through investment in IPO, Secondary Market	Diversified Portfolio through investment in IPO, Secondary Market
10.	Management Portfolio	By the ABIL on the basis of instruction	By the ABIL (on the basis of instruction by Management Committee of MDA).
11.	Transaction / Settlement Fee (ABIL may change the rate from time to time)	@ 0.35% on each transaction	@ 0.35% on each transaction
12.	Portfolio Management Fee Commission (ABIL may change the rate from time to time)	@ 1.50% on the monthly average value of portfolio.	@ 5% on the monthly average value of portfolio.
13.	Safe custody of share	With ABIL Vault, separately for each client	With ABIL Vault, separately for each client
14.	Handling of shares of portfolio	ABIL will arrange collection/deposit of shares to and from stock exchange on behalf of account holders.	ABIL will arrange collection/deposit of shares to and from stock exchange on behalf of account holders.
15.	Transfer of shares, collection of dividend etc.	ABIL will arrange transfer of shares in the name of account holders, collection of dividend from companies, deposit the same to respective portfolio accounts of client.	ABIL will arrange transfer of shares in the name of account holders, collection of dividend from companies, deposit the same to respective portfolio accounts of client.
16.	Services Charge for statement, IT Certificate etc. Commission (ABIL may change the rate from time to time)	Tk. 200.00 per year	Tk. 300.00 per year
17.	Account closing charge	Tk. 1000.00	Tk. 1000.00

Signature of the Principal Applicant

Signature of the Joint Applicant

Declaration

I/We confirm that,

1. I/We have no Single/Joint investment account with AB Investment Limited other than this Single/Joint account.
2. I/We have no relation with any public/private limited company other than the ones declared in the accounts opening form.
3. All buy/sell orders for securities from me/us shall be executed inform and shall be in line with the SEC rules and regulations.
4. I/We shall abide by all provisions of the existing SEC laws, regulations, circulars ; relevent clause of the ; Money Laundering Prevention Act. 2009/the Bank Companies Act. 1991/the Companies Act. 1994 etc. or the regulations which will be promulgated in future.
5. In the event of my/our death, the nominee shall receive/draw the net balance after adjustment of ABIL's dues, if any, in my/our account.
6. The nominee so authorized, shall be entitled to all my/our accounts to the exclusion of all other person that is i.e., my/our heirs executors and administrators and all other persons claiming through or under me/us and payment made by AB Investment Limited to the nominee in pursuance of this authority shall be binding on all other person.
7. In case IDA, I/We empower AB Investment Limited to sell all or part of the portfolio shares to adjust full dues of the account when the market value of portfolio falls below 75%, if I/We fail to deposit additional amount in the account to save guard the loan/investment of the bank in the account.
8. I/We also agree of indemnify AB Investment Limited against all costs and expenses (including legal fees) arising in any way in connection with the above accounts

or

In enforcing these terms and conditions and in recovering of any amount due to AB investment Limited in any legal proceedings of whatever nature.

9. I/We have signed the application form as a token of acceptance of the aforesaid terms and conditions.

Signature :

Name of Principal Applicant :

Address :

Date :

Signature ;

Name of Joint Applicant :

Address :

Date :

**ABIL**

(a subsidiary of AB Bank)

**AB Investment Limited
Signature Card/Mandate Card**

Type of Account

IDA

DA

PLS

Account No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Date :	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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	Name of Account Holder	Specimen Signature
1.	Principal Applicant	
2.	Joint Applicant	

Special Instruction :

The Account will be operated in the manner as mentioned in the box below : (Please insert ✓ in appropriate box)

<input type="checkbox"/>	Singly	<input type="checkbox"/>	Jointly	<input type="checkbox"/>	Any one of the Account Holders
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I/We give mandate to Mr./Ms./Mrs.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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bearing IDA/DA/PLS

Account No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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to undertake all operations relating to my/our IDA/DA/PLS Account No. mentioned above. This mandate includes placement of purchase orders of Share/Debenture through Pre-IPO Placement/IPO/Secondary Market, Sale of Share/Debenture, Transfer/Withdrawal of fund etc. from the above account as well as closing of the above account for and on behalf of myself/ourselves.

The signature of Mr./Ms./Mrs. is attested below for record at your end.

Signature of the Operator

Signature of Principal Applicant

Signature of Joint Applicant

ACCOUNTS PRESENTLY BEING OPERATED BY THE OPERATOR

1.	Account No.				
2.	Account No.				
3.	Account No.				
4.	Account No.				
5.	Account No.				



ABIL
(a subsidiary of AB Bank)

AB Investment Limited

DEMAND PROMISSORY NOTE

Taka

Dated

ON DEMAND I promise to pay AB Investment Limited, 30-31, Dilkusha Commercial Area, Dhaka-1000 or order the sum of TK.
(.....) with interest at
percent per annum.

Principal Applicant :

Signature :

Name :

SO/DO/WO :

Address :

Joint Applicant :

Signature :

Name :

SO/DO/WO :

Address :



**ABIL**

(a subsidiary of AB Bank)

AB Investment Limited**REVIVAL LETTER**

AB Investment Limited
 Head Office
 BCIC Bhaban (7th Floor)
 30 - 31 Dilkusha C/A, Dhaka-1000
 Bangladesh

With referencè to my/our IDA/DA/PLS portfolio

Account No. maintained with you secured

by a Demand Promissory Note Dated the for Tk.

(Taka) with interest incurred by me/us in favour of **AB Investment Limited** and endorsed by the payees to you, I/We acknowledge for the purpose of section 19 of the limitation Act. IX of 1908 and any like Limitation Law in order to proceed any question of Limitation Law that I am/we are liable to you for payment of all related securities, agreements and obligations.

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

PRINCIPAL APPLICANTJOINT APPLICANT

Signature :

Signature :

Name :

Name :

Date :

Date :



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 favoure of a third party and endorsed by the said third party.

DEED OF AGREEMENT FOR PORTFOLIO MANAGEMENT

This DEED OF AGREEMENT FOR PORTFOLIO MANAGEMENT is entered into at Dhaka on this _____ day of 200__.

BETWEEN

AB Investment Limited(A Subsidiary of AB Bank Limited), a private company with a limited liability incorporated under the laws of Bangladesh having its registered office at W.W Tower(7th Floor),68 Motijheel C/A, Dhaka-1000 (here in after referred to as the "Company") on the ONE PART.

AND

Name: _____

Father's/ Husband's Name: _____

Address of the Customer: _____

(here in after referred to as the "Customer") on the OTHER PART.

WHEREAS:

- (a) Company is engaged in merchant Banking business also after having a full fledged merchant baking license from the appropriate authority and pursuant to the aforesaid license engaged, inter alia, in the activities of issue management/ Underwriting/ administration and management of portfolios of different Customers for and on their behalf under a contract;
- (b) Understanding the associated market risks mentioned below, the Customer is interested in investing his funds in securities both listed and deemed to be listed;
- (c) Customer has expressed his desire to avail the services of the Company for professional management and administration of his portfolio of securities;
- (d) The Company has agreed to render its expertise and services with respect to management and administration of the portfolio of the Customer.

Now, THEREFORE, the parties hereto agree as follows:

MAINTENANCE OF BANK ACCOUNT AND CLIENT ACCOUNT

01. The Customer will open an account with the Company for the purposes of making investment in the securities both listed and deemed to be listed in the capital market of Bangladesh. Through the said account customer shall be an investor in the capital market.
02. On the request of the Customer the Company shall open an **Investor Discretionary Portfolio Management Account (IDA)** in the name of the Customer in its books. This account shall be in the Customer's name. Company shall operate the account on the instruction of the Customer including but is not limited to making application for and on his behalf in Pre-IPO placement/IPO as well as undertaking transactions through the stock exchanges i.e. secondary market (from amongst the shares of the listed companies approved by the Company).
03. Any Customer may withdraw surplus fund (credit balance)/ sale proceeds of securities from the account either personally or through his duly authorised representative in accordance with the rules and regulations set up by the Company from time to time. Customer hereby indemnifies the Company from all costs, damages and expenses on full indemnity basis when the Company shall act in accordance with instruction of the Customer.
04. The Company will maintain separate investor-wise accounts for the fund and the securities of the investor.
05. In the event of any dispute in the account such dispute shall be settled, after due reconciliation, by payment and refunds and securities lying with the said account of the Customer.

INVESTMENT PROCEDURE

06. The Customer's fund will be invested in securities, listed or deemed to be listed, with the country's stock exchanges, both from primary and secondary markets. The fund received from the Customer will be invested in securities with a view to earn capital gain and annual return in the form of dividend/interest/bonus/right shares and also in other suitable investment areas.
07. The Customer will indicate in writing the name of securities of any particular company from the Company's approved list of securities wherein he is willing to invest before making any final investment decision or transaction. Such an instruction (buy/sell order) will form an integral part of the Agreement. However, Company may refuse to allow Customer in making investment in the securities of any particular company if such investment is in violation of the rules and regulations set by the Company and regulatory body (ies) from time to time.
08. The customer is fully aware of the risks of losses arising out of frequent fluctuation on prices of securities in the market. The customer has agreed to invest his fund through the Company's portfolio management services in spite of aforesaid risks. Customer hereby acknowledges and confirms that Company is in no way responsible for any loss and damages sustained by the Customer for such price fluctuation of the securities. All investments in the IDA account shall be made entirely on customers' risk. The Company does not guarantee or assure either directly or indirectly any return out of investments made through the account.

REPRESENTATIONS AND WARRANTIES

09. The Company hereby represents and warrants to the Customer that:
- a) It is duly incorporated under the laws of Bangladesh and has valid license to engage in merchant Banking business;
 - b) It has all corporate power and authority to enter into this agreement;
 - c) It will apply its best efforts while buying and selling securities and rendering services to the Customer. However, in view of the frequent changes of the securities price, Company does not guarantee, undertakes or indemnify the Customer in any form whatsoever that the securities will be purchased or sold out in accordance with the price prescribed by the Customer;
 - d) Subject to clause 9(c) of this agreement it will operate the account with professional integrity and in accordance with the instructions of the Customer from time to time;
 - e) It will not receive any advantage from the Customer's money or securities;
 - f) It shall provide necessary information to the Customer in respect of the market which in its reasonable opinion believes true and accurate. However, Company in no way give any guarantee undertaking and warranty that such statement shall be always true and accurate at all times. Company shall not be liable for any loss or damage sustained or to be sustained by the Customer acting on the information of the Company;
 - g) It will take necessary steps to register the transfer of securities with the issuing companies, claim and collect dividend, bonus/right shares and interests and will apply other authority.
 - h) It will apply its best effort in collecting the prospectus, memorandum and other relevant and important documents of the issuing Company for the benefit of Customer;
 - i) It will ensure due allocation of securities and will refund the excess amount to the Customer through the account as soon as it receives it from the issuing company;
 - j) It will make all endeavours to resolve the Customer's grievance within a reasonable time after making proper investigation;
 - k) It will preserve the securities of the Customer in such manner as it deem fit and proper. In performing such function it hereby ensures that it will take such steps as like as an ordinary prudent man;
 - l) It will perform all obligations under this agreement.
10. The Customer hereby represents and warrants to the Company that:
- a) He has read and understood the terms and conditions of this agreement and shall perform its obligation duly and diligently;
 - b) Information he has given in the Customer Application Form is true and accurate and Company may rely on such information;
 - c) He shall abide by all the rules and regulations issued by the regulatory authority/ies from time to time;
 - d) He shall disclose to the Company immediately as soon as establishes any relationship with any public limited company whether directly or indirectly;
 - e) He shall indemnify the Company in accordance with the terms and conditions of this agreement.

SERVICES AND CHARGES OF PORTFOLIO MANAGEMENT

11. Customer hereby acknowledges that the Company shall provide services contemplated under this agreement on payment of such fees and charges as determined by the Company from time to time. Customer hereby undertakes to make payment of such fees and charges on demand of the Company. If the Customer fails to make payment of such fees and charges, Customer acknowledges the rights of the Company in recovering such fees and charges in such manner as the Company may deem fit and proper provided that the Company has made a demand upon the Customer in writing before taking such steps.

AUTHORITY GRANTED TO THE COMPANY

12. The Customer hereby acknowledges and confirms that by executing this agreement he has expressly authorised the Company to act as its agent to apply for IPO securities, receive certificates against allotment letters, buy/ sell securities from/ to the secondary market and transfer such securities, attend and vote at the general meetings, issue proxy, collect dividend, bonus and right shares with respect to companies whose securities shall be held by Company on behalf of the Customer and do any other act necessary or related to the operation, management and administration of the accounts.

REPORTING FORMALITIES

13. Company will provide statement of the account to the Customer in its usual format at least once in every six months that will contain details of formation of the portfolio, securities, cash and Net Asset Value on the reporting date, details of all transactions, all financial gain received, and expenses incurred. If there is any discrepancy in the account Customer shall inform it to the Company in writing within 15 (fifteen) days of receipt of such statement. Unless the Company receives anything within the said period it will be deemed that such report is correct and genuine and the Customer has expressly waived all its objection against the said report.

CREDIT FACILITIES

14. At its sole discretion the Company may grant loan facility to the Customer in the account on such terms and conditions, as it may deem fit and proper. Such loan is a privilege for the Customer from the Company but Customer cannot claim such as of right.
15. Notwithstanding anything contained in this agreement, if the customer avails the loan facility, the Company may charge interest on such overdrawn amount at such rate as it may deem fit and proper. Customer hereby undertakes to pay such loan amount along with the interest, fees and charges on demand of the amount without any cavil or argument.

MISCELLANEOUS

16. The Company will deduct necessary income tax from the Customer's account in accordance with the laws of Bangladesh.
17. The Company may hold the securities belonging to the portfolio accounts separately for each account on behalf of the Customer.
18. Portfolio Account Opening Form forms an integral part of this agreement.

19. An operator is allowed to operate a maximum of 5 (five) accounts.
20. Company shall act only on the instruction received from the Customer or its authorized representative in writing. However, the Company may but is not obliged to honour (in extra ordinary circumstances) telephone instructions of the Customer provided such instruction is to be followed by an instruction in writing of the Customer within 24 hours of receiving such instruction. Company may but is not obliged to act on the instruction of the Customer received by fax/e-mail. In such case Company shall not be held responsible for any loss if there is a transmission difficulties arising out of any electrical or mechanical fault. Customer hereby acknowledges and confirms that Company is not liable for any loss and damage of the Customer arising out of its action or inaction of the Company on the basis of Customer instruction it has received through telephone, facsimile or e-mail.
21. In case of joint account, if any one of the accountholders dies, the survivor would be allowed to operate the account. The Company should be instantly informed about the death of an accountholder. The Company should also be instantly informed about the death of one of the account holder; otherwise the Company would not be held liable for any irregularities or loss occurred in the account.
22. If any provision of this agreement is found to be void or unenforceable, such provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in force. Notwithstanding the foregoing, the Company and the Customer will thereupon seek in good faith to agree to a substitute provision which is not void or unenforceable but gives effect (so far as may be possible) to the parties intentions.
23. By executing this agreement the Customer hereby give consents to the Company to disclose details of his account relationship with the Company including the securities held by the Company on behalf of the Customer to the Company's any office or any regulatory authority or any potential assignee of the Company, any guarantors, third party security providers or pledgors, and the Company's agents and independent contractors who has agreed with the Company to keep such information confidential. Additionally, Customer gives consent to the Company to disclose such information to any subsidiary company of AB Investment Limited Company as well as to any holding company of AB Investment Limited.
24. Customer shall not assign or transfer any of its rights and obligation under this agreement without prior consent of the Company in writing. However, nothing in this agreement shall restrict the Company to transfer or assign its rights and obligation to other person provided it has given prior notice to the Customer of such assignment or transfer.
25. Without prejudice to **clause 14** of this agreement any notice request or instruction made under this agreement must be in writing and shall be sent to the address of the parties mentioned in this agreement (or such other address provided by one party to the other in writing to the parties) through first class pre-paid posts in the name of such parties. In the event of sending of notice to the Customer at the address mentioned in this agreement if such notice is received by any inmates of the Customer's residence or by his servant, authorised person or dependants it shall be deemed that Customer has received such notice.
26. Customer hereby acknowledges the Company's right to set off any of his outstanding liabilities in his name in the Company.
27. The term used in this agreement in singular number shall include the plural and vice versa unless the context otherwise require.
28. The term used in this agreement in masculine gender shall include the feminine gender.
29. This agreement shall bind and inure for the parties and their respective successor in interest and assigns.

CLOSURE OF ACCOUNT

30. Company may close the account with notice to the Customer if:
 - i) the Customer violates any of the terms and conditions of this Agreement;
 - ii) If the Customer/ operator instructs the Company in writing to close the account. If such account is a joint accounts instruction should come from all the account holder(s)/ operator.
 - iii) in the reasonable opinion of the Company allowing the Customer to maintain such account would prejudice the interest of the Company.
 - iv) In the reasonable opinion of the Company any circumstance occurs beyond the control of the Company and for which it would not be possible for the Company to maintain such account.

On the happening of the any of the events mentioned above the Company may close the account after settlement of cash and delivery of securities, if any, after adjustment of any amount due to Company, provided such securities are available with Company.

JURISDICTION

31. This agreement is subject to the laws of Bangladesh.

IN WITNESS WHEREOF the parties, above named have signed and sealed this AGREEMENT of the day, month and year written above.

Signed, sealed and delivered in Dhaka.

For and on behalf of the **Portfolio Manager**

For and on behalf of the **Client**

Chief Executive Officer

Signature of Principal Applicant
Name:

Signature of Joint Applicant
Name:

In the Witness of:

In the Witness of:

Signature

Signature

AB Investment Limited

Name: _____

AB INVESTMENT LIMITED
PARTICULARS REQUIRED BY THE AB INVESTMENT LIMITED TO OPEN
A NEW INVESTMENT (IDA/MDA) ACCOUNT

FOR INDIVIDUAL APPLICANT:

1. 2 (two) copies of passport size photographs duly attested by the introducer.
2. Photocopy of Passport/Voter ID/Driving License/TIN Certificate (up-to-date)/Employer's Certificate/Nationality Certificate (in original).
3. Bank Account Statement duly authenticated by the Bank.
4. Name, client code and signature of the introducer
5. 1 (one) copy passport size photograph of the nominee duly attested by the account holder.

FOR JOINT APPLICANT:

1. 2 (two) copies of passport size photographs.
2. Photocopy of Passport/Voter ID/Driving License/TIN Certificate (up-to-date)/Employer's Certificate/Nationality Certificate (in original) of joint applicant.
3. Bank Account Statement duly authenticated by the Bank.

FOR CORPORATE ACCOUNT:

1. Photograph(s) of Signatories.
2. Photocopy of Passport/Voter ID/Driving License/Nationality Certificate/TIN Certificate(up-to-date)/Employer's Certificate of the signatories.
3. Board Resolution regarding opening of Investment Account.
4. Memorandum and Articles of Association duly certified by the RJSC.
5. List of authorized signatories attested by the Company Secretary to operate the Investment Account.