

## ACCOUNT OPENING FORM MUDARABA DEPOSIT SCHEME (ORGANIZATIONAL)

হিসাব খোলার আবেদনপত্র  
মুদারাবা আমানত হিসাব (প্রাতিষ্ঠানিক)

Branch

Account Title

Account Number

Branch Code				Prefix			Number					

Customer ID

## MUDARABA DEPOSIT SCHEME APPLICATION FORM

## ORGANIZATIONAL

Date

Customer ID

The Manager  
AB Bank Limited

Account Number

Receipt Number

..... Branch

Dear Sir/Madam,

I/We do hereby apply for opening a Mudaraba Deposit Scheme Account with your Branch. My/Our Account related and personal information is furnished below:

### Account Information

1) Title of Account

In English (Block Letter) : .....

বাংলায় : .....

2) Mudaraba Deposit Scheme Information

a) Type of Account  MTD  MMPPD  MPDS  MHDS  MMSD  MCWQD  Others (Please Specify) .....

Amount in Figures : ..... In Words : .....

Tenor : ..... Date of Maturity :

b) Account Debit Instruction : Please debit my/our account

c) On Maturity:

Renew Principal plus Profit at provisional Profit rate

Renew Principal at provisional Profit rate and pay Profit

To Account

By Cash  By Pay Order

Encash the Mudaraba Deposit Scheme and pay Principal plus Profit

To Account

By Cash  By Pay Order

3) Account Operating Instructions

Singly  Jointly  Others (Please Specify) : .....

### Organization Information

1) Trade License Number : ..... Date : ..... Issuing Authority : .....

2) Registration Number : ..... Date : ..... Registration Authority & Country : .....

3) Registered Address

House Name : ..... Flat No. : ..... Road No./Name : .....

Village/House/Holding No./Area : ..... Block/Sector/Section : ..... Police Station : .....

Post Office : ..... Post Code : ..... District : ..... Country : .....

Phone/Mobile Number : ..... e-mail ID : .....

4) VAT Registration Number/BIN : .....

5) Tax ID Number (TIN), if available : .....

6) Business/Office Address (If different from Registered Address)

House Name : ..... Flat No. : ..... Road No./Name : .....

Village/House/Holding No./Area : ..... Block/Sector/Section : ..... Police Station : .....

Post Office : ..... Post Code : ..... District : ..... Country : .....

Phone/Mobile Number : ..... e-mail ID : .....

7) Type of Organization

Sole Proprietorship

Partnership

Joint Venture

Private Limited Company

Public Limited Company

Trust

NGO/NPO

Club/Society

Educational Institution

Religious Institution

Others : .....

8) Nature of Business :  Trading  Service

Manufacturing

Others : .....

9) Type of Business (Details) : ..... 10) Annual Turnover : .....

Initial of Assigned Officer .....

Initial of BOM/BRM .....

## Personal Information\*

2 copies of  
recent coloured  
passport size  
photograph

- 1) Name of Applicant  
In English (Block Letter) : .....  
বাংলায় : .....
- 2) Date of Birth : 

D	D	M	M	Y	Y	Y	Y
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 3) Gender:  Male  Female  Others : .....
- 4) Father's Name : .....
- 5) Mother's Name : .....
- 6) Spouse's Name : .....

- 7) Nationality : .....  Resident  Non-Resident
- 8) Occupation (Details) : ..... 9) Position in Organization : .....
- 10) Tax ID Number (TIN), if available : .....

### 11) a) Present Address

House Name : ..... Flat No. : ..... Road No./Name : .....

Village/House/Holding No./Area : ..... Block/Sector/Section : ..... Police Station : .....

Post Office : ..... Post Code : ..... District : ..... Country : .....

Phone/Mobile Number : ..... e-mail ID : .....

### b) Permanent Address (If different from Present Address)

House Name : ..... Flat No. : ..... Road No./Name : .....

Village/House/Holding No./Area : ..... Block/Sector/Section : ..... Police Station : .....

Post Office : ..... Post Code : ..... District : ..... Country : .....

- 12) ID Document :  NID  Passport  Birth Registration Certificate

ID Number : .....

## Specific Terms & Conditions

- The amount deposited shall be repayable only on the date of maturity, with the applicable Profit up to the day before the maturity date. The provisional Profit rate for any premature / partial encashment will be at the sole discretion of the Bank.
- A deposit made on a roll-over basis shall, on its due date, unless withdrawn on that date, be automatically renewed for a same term at the provisional Profit rate of the Bank on that date, and shall continue to be renewed on each succeeding due date, unless instructions to the contrary are received from the Account Holder in writing not less than 1 (one) business day prior to the due date or unless AB Bank has given notice to the Account Holder prior to the due date that it shall not roll-over the deposit on such due date.

## General Terms & Conditions

### 1. General

- These conditions apply to each account opened with AB Bank and are binding on the Account Holder(s) and AB Bank. These conditions however, are subject to amendment from time to time.
- If there is a conflict between these conditions and any agreement relating to a service or product provided to the Account Holder(s), then the agreement prevails.
- An introduction is not required if the Account Holder has valid NID. For other IDs an introduction by a valid NID Holder or an Account Holder of AB Bank is required to open any account.
- AB Bank may decide not to open an account if it is not satisfied with Account Holder(s) identity and/or intention of their request for opening the account.
- Neither the Account Holder nor AB Bank may assign or transfer any of its rights or obligations under these conditions without the other's written consent, which will not be unreasonably withheld or delayed, provided that AB Bank may make such an assignment or transfer to a branch, subsidiary or affiliate if it does not materially affect the provision of services to the Account Holder.
- If any provision of these conditions becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions of these conditions will remain in full force and effect (as will that provision under any other law).
- Any failure or delay of the Account Holder or AB Bank in exercising any right or remedy under these conditions will not constitute a waiver of that right. Any waiver of any right will be limited to the specific instance.
- The Account Holder consents to the Bank's monitoring or recording of telephonic or electronic communications for security and quality of service purposes.
- Written notice shall be effective if delivered to the Account Holder's principal mailing address, email address, cell phone specified in the Account Opening Form (or in any other acceptable manner) or address on the most recent statement for the relevant Account.
- AB Bank abides by restrictions and sanctions imposed by the government of Bangladesh and other competent local/international bodies. The balances and transactions in all accounts shall be subject to the same restrictions and sanctions. AB Bank reserves the right to refuse to become a party to any transaction that may violate the same.
- Account Holder also agrees to provide necessary information for Bank to prepare KYC profile as per prevailing Acts for Money Laundering Prevention and Combating Anti-Terrorism.
- Bank may make any currency conversion at its spot rate of exchange for the relevant currencies at the time of conversion, if required.
- All accounts of foreign companies and all foreign currency accounts shall be operated in accordance with the general or special permission of Bangladesh Bank, the applicable provisions of the Foreign Exchange Regulation Act, Guideline for Foreign Exchange Transactions and any rule, direction, regulation or order made thereunder.
- As per clause 35 of Banking Companies Act 1991, deposit of the account including Profit thereon shall be transferred to Bangladesh Bank after 10 years if there is no transaction during that period in the said account by the Account Holder.
- The Bank reserves the right to vary, modify and add to these terms and conditions and levy charges at any time, without notice and without assigning any reason whatsoever.

### 2. Communications

- AB Bank is not responsible for errors or omissions made by the Account Holder or the duplication of any communication by the Account Holder and may act on any communication by reference to an account number only, if it reasonably believes that it contains sufficient information.
- AB Bank may decide not to act on a communication where it reasonably doubts its contents, authorization, origination or compliance with the procedures and will promptly notify the Account Holder (by telephone if appropriate) of its decision.
- If the Account Holder informs AB Bank that the Account Holder wishes to recall, cancel or amend a communication, AB Bank will use its reasonable efforts to comply.

\* Separate Personal Information Forms (PIF) have to be filled up as attachment(s) to this form for each concerned Individual(s).

Initial of Assigned Officer .....

Initial of BOM/BRM .....

- 2.4 The Account Holder understands, acknowledges and accepts that communication sent via facsimile machines, internet, diskettes or any other method over public lines, is not encrypted, and that these transmission methods are not necessarily secure means of transmission and delivery of information, and that there are associated risks including breach of confidentiality, possible unauthorized alteration and/or all responsibility in this regard including as to any misuse of communication, and to hold AB Bank harmless for any cost or loss that the Account Holder may incur due to the same and any error, delay or problem in transmission or otherwise.
- 2.5 For Joint Accounts all communications / statements shall be addressed to the 1st Applicant.

**3. Account Operations**

- 3.1 Each Mudaraba Deposit Scheme account will be given one account number. This number is to be properly quoted on all letters and/or documents addressed to the Bank and on all deposit slips. The Bank will not be responsible for any loss or damage occurring as a result of wrong quotation of account number.
- 3.2 For the accounts opened in the name of two or more persons or in the name of a firm/ company/trust/ association, special instruction about the operation of the account by the signatories should be specified.
- 3.3 In a joint/partnership account where the account can be operated by authorized signatories individually, if prior to acting on instruction(s) of one authorized signatory, contradictory instruction(s) is/are received from any other authorized signatory, the Bank shall act on the joint and collective instruction(s) or mandate of all the authorized signatories.
- 3.4 If the Account Holder is more than one individual, it is agreed that they shall be joint and severally liable and reference to the Account Holder will refer to all such persons collectively. However, the Bank is authorized to deal with any of such persons unless instructed otherwise by the Account Holder(s).
- 3.5 The Account Holder shall inform AB Bank in writing about any change in the Account Holder address and contact details or residential status as and when such changes take place.
- 3.6 In case of death of the Account Holder(s) or any of the authorized signatories, the Bank must be notified with supporting papers i.e., Death Certificate issued by competent public authority or registered doctor or other functionary acceptable to the Bank.
- 3.7 The Bank may block any/all of Account Holder's account(s) (and later remove the block) at any time or withhold and pay out the required amounts from any of Account Holder's account(s) at any time, if a regulatory or tax authority requires the Bank to do so, or the Bank is otherwise required by law, order or sanction of any authority or pursuant to agreements with any regulator or authorities (either domestic or overseas) to do so.
- 3.8 AB Bank will supply instruments to the Account Holder and the Account Holder will make reasonable efforts to avoid any fraud, loss, theft, misuse or dishonor in respect of them. The Account Holder will promptly notify AB Bank in writing of the loss or theft of the instrument(s).

**4. Profit, Fees and other Charges**

Any government taxes, duties and other levies will be realized by the Bank as per government regulations.

**5. Performance**

- 5.1 AB Bank will perform in good faith and with reasonable care, as determined in accordance with the standards and practices of the banking industry, and may use any communications, clearing or payment system, intermediary Bank or other entity it reasonably selects. AB Bank's performance is subject to the rules and regulations (including governmental acts, orders, decrees and regulations) at any time prevailing in the Country.
- 5.2 AB Bank will not be responsible for any failure to perform any of its obligations with respect to any Account if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event, in such case its obligations will be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of God, Civil Commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

**6. Account Holder Information**

The Account Holder hereby consents for AB Bank or any of its affiliates (including Branches) to share his/her/their information with domestic or overseas regulators or tax authorities where necessary to establish Account Holder's tax liability in any jurisdiction pursuant to orders, agreements with any such regulators or tax authorities or otherwise.

**7. Law; Jurisdiction; Immunity**

- 7.1 In relation to any Account these conditions are governed by the laws of Bangladesh.
- 7.2 In relation to any Account the courts of Bangladesh where the Account is held have non-exclusive jurisdiction to hear any dispute arising out of or in connection with these conditions and the Account Holder and AB Bank irrevocably submit to the jurisdiction of such courts.
- 7.3 Each of the Account Holder and AB Bank waives any right it may have to immunity from legal proceedings or execution.

**8. Liabilities, Joint and Several**

- 8.1 The Account Holder agrees and fully indemnifies AB Bank against claims, losses, damages, liabilities of any nature or expenses incurred or suffered by AB Bank in liquidating any deposit, executing stop payment instruction(s), as a result of any breach, default, negligent or fraudulent act or omission by the Account Holder in connection with any Account, for acts or actions undertaken in good faith by it on the Account Holder's communication, whether or not acting upon or making payment in respect of any forged or counterfeit instrument, any act or omission (or any delay) in response to instructions to AB Bank, together with any and all attendant cost and expenses, including AB Bank's reasonable legal fees and expenses. Pursuant to the above, the Account Holder irrevocably hereby agrees, upon demand, to pay such amounts to AB Bank.
- 8.2 These conditions shall be binding upon the respective heirs, executors, administrators, successors, or permitted assigns (as the case may be) of each Account Holder.

**Declaration**

I/We confirm that all information and supporting documentation provided in relation to my/our Deposit is correct and that I/we shall provide additional information and supporting documentation as and when required by the Bank.

I/We am/are fully aware of the prevailing Anti Money Laundering Act, and declare that I/We shall not do any act/transaction in contravention of the provision of the said Act. I/We have read and agreed with all sections of the Account Opening Form and Terms & Conditions of the Account and also agree to be bound by any amendment made by you as and when necessary. I/We agree to inform you of any changes in the information provided in this Form or in related documents.

I/We solemnly declare that I/We have not been refused banking facilities by any other Bank before approaching you for opening of my/our account.

I/We hereby confirm that all information/declaration/instruction/authorization provided by me/us relating to my/our operating account, and all terms and conditions and any subsequent changes thereon including specific Terms & Conditions mentioned above shall be applicable to this Deposit.

Signature	Signature	Signature	Signature
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Name :	Name :	Name :	Name :
Date :	Date :	Date :	Date :

**For Bank Use Only**

**Account Opened by**

**Reviewed and Approved by**

Signature with Date

Signature with Date

Name & Designation Seal

Name & Designation Seal

**Foreign Account Tax Compliance Act (FATCA) Declaration Form**  
 (Account Opening Form Supplement)

This form must be completed by each Individual concerned with opening of an Account with AB Bank Limited

Please fill in BLOCK LETTERS

Name : .....					
Country of Residence : .....					
Country of Birth : .....					
Please Tick "√" Yes or No for each of the following :					
1. Are you a U.S. Resident?	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center;">Yes</td> <td style="width: 50px; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				
2. Are you a U.S. Citizen?	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center;">Yes</td> <td style="width: 50px; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				
3. Do you hold a U.S. Permanent Resident Card (Green Card)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center;">Yes</td> <td style="width: 50px; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				

I hereby confirm that the Information provided above is true, accurate and complete.

I hereby consent for AB Bank Limited or any of its affiliates (including branches) (Collectively the Bank) to share my Information with domestic or overseas regulators or tax authorities where necessary to establish my tax liability in any jurisdiction.

Where required by domestic or overseas regulators or tax authorities, I consent and agree that the Bank may withhold from my account(s) such amounts as may be required according to applicable laws, regulations and directives.

I undertake to notify the Bank within 30 (thirty) calendar days if there is a change in any Information which I have provided to the Bank.

Name : .....
Signature : .....
Date : .....

**Initial of Assigned Officer** .....

**Initial of BOM/BRM** .....