

ACCOUNT OPENING FORM GOVERNMENT/SEMI-GOVERNMENT/AUTONOMOUS ORGANIZATION

হিসাব খোলার আবেদনপত্র

সরকারি/আধা-সরকারি/স্বায়ত্বশাসিত প্রতিষ্ঠানের হিসাব

Branch

Account Title

Account Number

Branch Code				Prefix			Number				

Customer ID

ACCOUNT OPENING FORM

GOVERNMENT/SEMI-GOVERNMENT/AUTONOMOUS ORGANIZATION

Date

Account Number

The Manager
AB Bank Limited

Customer ID

..... Branch

Dear Sir/Madam,

I/We do hereby apply for opening an 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) Type of Account

M.S.D. A.W.C.D. M.S.N.D. M.F.C. Others :

3) Currency

BDT USD EUR GBP JPY CAD Others :

4) Account Operating Instructions

Singly Jointly Others (Please Specify) :

5) Initial Deposit Amount

In Figures : In Words :

Organization Information

1) Type of Organization :

2) Address of Organization

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 :

3) Contact Address (If different from Address of Organization)

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 :

Personal Information*

1) Name of Account Operator

In English (Block Letter) :

বাংলায় :

2) Date of Birth :

3) Gender: Male Female Others :

4) Nationality :

Resident Non-Resident

5) Occupation (Details) : 6) Position in Organization :

2 copies of recent coloured passport size photograph

* 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

7) ID Document : NID Passport Birth Registration Certificate Others (Please Specify).....

ID Number :

8) 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 :

Terms & Conditions

1. Introduction

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 AB Bank may decide not to open an account if it is not satisfied with Customer(s) identity and/or intention of their request for opening the account.

2. Communications

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 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 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 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 on the 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 person 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's 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.

4. Credits and Debits

- 4.1 AB Bank is not obliged to make a credit to an Account before receipt of a corresponding cleared fund. If AB Bank makes a credit before such receipt, then it may reverse all or part of the credit (including any profit thereon), make an appropriate entry to the Account if it requires repayment of an amount corresponding to any credit.
- 4.2 Bank is not obliged to make any debit to an Account which might result in or increase a debit balance. If the total amount of debits to an account at any time result in a debit balance in the Account, then AB Bank may decide which debits it will make to prevent such debit balance.
- 4.3 Any transaction on a Bank holiday or after business hours shall be reflected in the Account as deposit on the next working day. All deduction/accretions on such amount shall be deducted/acrued as of next working day. Bank shall not be responsible for any loss of profit or liability incurred by the Account Holder by the way of but not limited to return of cheques, profit not getting accrued etc. owing to such transaction not reflected in the account on the same day.

5. Minimum Balance

- 5.1 A minimum balance as prescribed by the Bank must be maintained in the Account.
- 5.2 The Bank reserves the right to realize any charges for maintenance and/or to close the account without prior notice to the Account Holder(s), if he/she/they fail(s) to maintain the minimum balance.

6. Cheques and Payment Instruments

- 6.1 AB Bank will supply cheques, payment instruments and related materials 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 any cheque or payment instrument.
- 6.2 Bank shall accept request to stop payment on a cheque made in writing duly signed by the Account Holder. However, the Bank may accept any stop payment request made through cell number/email address registered with it as a temporary request. Such request shall be binding on AB Bank only upon its actual receipt and when sufficient time is available to permit Bank to notify its offices or branches as may be necessary and appropriate. Stop payment requests shall not be effective for more than six months.
- 6.3 The Account Holder shall be fully responsible for the genuineness, correctness and validity of all endorsements appearing on cheques deposited in the Account, which AB Bank shall presume to be proper and correct.
- 6.4 The Bank reserves the right to dishonour a cheque(s) on genuine ground for which it will notify the Account Holder(s). In the event of a cheque being returned for insufficient fund, the Bank may realize a penal charge for each presentation and return.
- 6.5 The Account Holder must provide a "Positive Pay Instruction" as per Bangladesh Bank directive at the time of issuance of clearing cheques. The Positive Pay Instruction will include the value of the cheque (in number & words), date of issuance and name of the Beneficiary with the request to the Bank to honor the cheque. AB Bank will return a clearing cheque by stating the reason "Advice not received" if "Positive Pay Instruction" from the Account Holder is not received by the Bank prior to presentation of the cheque.

7. Statements and Advices

- 7.1 Statements of account are issued based on product features on monthly/quarterly/half-yearly basis. For duplicate statements charges shall be applicable.
- 7.2 The Account Holder will notify AB Bank in writing of anything incorrect in a statement or advice promptly and in any case within fifteen (15) days from the date on which the statement or advice is sent to the Account Holder.
- 7.3 AB Bank may send statements in the form of e-statement as part of green banking initiative. The e-statements will be sent only to the email address(s) registered with the Bank or as instructed by the Account Holder in writing. In such case hardcopy statement will be discontinued.

8. Profit, Fees and other Charges

- 8.1 AB Bank may debit any profit, fees or other charges owed by the Account Holder to the relevant Account. Unless otherwise agreed, AB Bank may modify at any time the rate of profit, fees or other charges applicable to any Account or Service.
- 8.2 Generally no profit will be payable on a Current Account. However, Bank may decide to pay profit on such accounts linked to any specific product type at its discretion.
- 8.3 Profit on a Special Notice Deposit Account will be calculated on daily balance in the Account, and paid as guided by Bangladesh Bank from time to time. Withdrawals beyond the maximum limit will require a 07 (seven) days' notice. No back dated notice will be entertained. In case of withdrawals not in conformity with the guidelines, the Account Holder may not be entitled to receive profit for the concerned month.
- 8.4 Profit on generic Savings Accounts will be calculated on a monthly basis on the lowest balance in the Account during the month, and credited to the Account every six months (at the end of June and December). The total withdrawal without notice can be made twice in a week up to 25% of the balance in the account or BDT 25,000 whichever is lower (this threshold may be changed from time to time). Withdrawal beyond the maximum limit will require 7 (seven) day's prior notice, failing which profit will not be allowed for the month in which such withdrawal occurred. profit payment on specific saving products may vary from generic Savings Accounts depending on product features.
- 8.5 Any government taxes, duties and other levies will be realized by the Bank as per government regulations. Bank at its discretion may put a "hold" on the required amount due from an account for realization at the year end. The Account Holder shall not be allowed to withdraw such amounts which have been put on hold nor shall any cheque/transfer request/withdrawal be honored if sufficient balance in the account is not available in excess of the amount withheld.

Initial of Assigned Officer

Initial of BOM/BRM

9. Performance

- 9.1 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.
- 9.2 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.

10. 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.

11. Closing an Account; Termination

- 11.1 AB Bank or the Account Holder may close an Account at any time subject to fulfilling legal obligations, if any.
- 11.2 On closure of an Account AB Bank will, subject to these conditions and subject to deduction of any govt. levy, taxes, excise duty etc. pay to the Account Holder any final cleared funds standing to the credit of the Account (and any profit due) as at the time the Account is closed, and the Account Holder shall return to AB Bank all related information and instruments issued by AB Bank prior to closure.

12. General

- 12.1 Neither the Account Holder nor AB Bank may assign or transfer any of its rights or obligations under these conditions without the others 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.
- 12.2 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).
- 12.3 No failure or delay of the Account Holder or AB Bank in exercising any right or remedy under these conditions will constitute a waiver of that right. Any waiver of any right will be limited to the specific instance.
- 12.4 The Account Holder consents to the Bank's monitoring or recording of telephonic or electronic communications for security and quality of service purposes.
- 12.5 Written notice shall be effective if delivered to the Account Holders principal mailing address, email address, cell phone specified in the Account Opening Form or address on the most recent statement for the relevant Account.
- 12.6 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.
- 12.7 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.
- 12.8 Bank may make any currency conversion at its spot rate of exchange for the relevant currencies at the time of conversion, if required.
- 12.9 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.
- 12.10 In absence of any transaction in the account for a continuous period of 1 year, the account will be marked as "Dormant" and no transactions will be allowed in the account until the same is regularized through submission of requisite documents along with application for account reactivation signed by the Account Holders.
- 12.11 As per clause 35 of Banking Companies Act 1991, deposit of the account including 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.
- 12.12 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.

13. Law; Jurisdiction; Immunity

- 13.1 In relation to any Account these conditions are governed by the laws of Bangladesh.
- 13.2 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.
- 13.3 Both the Account Holder and AB Bank waives any right of immunity from legal proceedings or execution.

14. Set-Off

The Bank may (in respect of any Account and whether by combination or unification of Account, set-off or otherwise) reduce the amount of any payment obligation owed by it to the Account Holder by the amount of any payment obligation owed to it by the Account Holder, without further notice to the Account Holder, regardless of the place of payment or currency of any obligation.

15. Liabilities, Joint and Several

- 15.1 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 cheque, 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.
- 15.2 These conditions shall be binding upon the respective heirs, executors, administrators, successors, or permitted assigns (as the case may be) of each Account Holder.

Terms & Conditions For e-Banking

Debit Card Services

1. The Bank shall debit the designated account for the amount withdrawn from any Automated Teller Machine (ATM)/Point of Sale (POS) or any other payment gateway in Bangladesh by the use of the Card. The Bank's records generated electronically or otherwise shall be deemed to be conclusive proof of the correctness of the transactions notwithstanding the fact that there exists no debit voucher signed by the Cardholder to support transactions.
2. In consideration of issuing the card, the Cardholder undertakes to indemnify the Bank against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the issuance or use of the Card.
3. The Cardholder shall not disclose the PIN and will be liable for any and all transactions made by the use of the card and hereby, agrees to indemnify the Bank for any loss or damage howsoever caused by any unauthorized use of the Card or PIN, unless the Bank has received notice in writing of any loss, damage or theft of the Card or disclosure of the PIN prior to such unauthorized use of the Card or PIN and such notice have been received by the Bank with sufficient time to deactivate the card to prevent such unauthorized transaction.

SMS Banking Services

1. The Account Holder may avail SMS Banking Service through cell phone connection registered with the Bank.
2. The four (4) digit Personal Identification Number (PIN) for access to AB Bank SMS Banking Service has to be kept confidential at all times. The Bank shall not be responsible if the PIN has been compromised or become known to any unauthorized party; in the event of such lapse, the Bank must be notified in writing immediately.
3. For PUSH Service, the Bank will use respective Mobile Phone Operator's text message service to send the financial information related to Account Holder's Credit Card/Bank Account. PULL Service will provide a range of financial information related to Credit Card/Bank Account (through use of 4-digit PIN and prescribed SMS short code). Regular SMS charges of the respective Mobile Phone Operator will be applied.
4. The Cardholder/Bank Account Holder is solely responsible to ensure the possession of the Mobile Phone/Connection assigned to SMS Banking Services to maintain the confidentiality of his/her financial information. If the Mobile Phone/Connection is lost, stolen or transferred to another individual, the Cardholder or Account Holder shall immediately notify the Bank of the incident and cancel the SMS Banking Service.
5. The Cardholder/Account Holder hereby agrees that AB Bank/Mobile Phone Operator shall not be responsible for any disruption in SMS Banking Service due to any technical failure on the part of AB Bank/Mobile Phone Operator.
6. The Account Holder will exercise adequate care in providing the correct account number, amount and related information for transfer of funds, mobile top-up or any other financial transactions. The Account Holder fully indemnifies the Bank from/against any loss or damage arising out of incorrect information provided by the Account Holder.

Internet Banking Services (AB Direct)

1. The Account Holder(s) authorizes the Bank to levy any charges as and when decided by Bank and debit his/her/their account with the Bank using i-Banking facility.
2. The Password/User ID required for the use of i-Banking facility is strictly confidential and must not be revealed to any person at any time under any circumstances. In the event, the PIN has been forgotten/compromised/lost, the Bank must be promptly notified. The Bank will not take any responsibility for any transaction by use of compromised PIN or user ID unless such information has been conveyed to the Bank prior to the incidence and with sufficient time for the Bank to take appropriate measures to prevent any unauthorized use.
3. The Bank's records and statements of all transactions processed by the use of "i-Banking" facility shall be deemed sufficient and conclusive proof of all such transactions and would be binding on the user(s) for all purposes.
4. The Bank reserves the right not to process, block the facility, delayed processing of any instruction given by the user through the use of i-Banking.

Call Center Services

1. The Call Center will respond to Account Holder queries relating to account information and will also provide any other service and product related information as requested by Account Holder.
2. Use of Call Center is at the sole discretion of the Account Holder. The Service may be provided by a third party company (under agreement with Bank) who may gain access to Account Holder information. The Account Holder expressly agrees with this third party service arrangement.
3. The Account Holder indemnifies the Bank from any loss that may arise due to any error/miscommunication/delay etc. while receiving services from Call Center.

Declaration

I/We hereby confirm that all the details provided in this Account Opening Form are true and correct in all respects. I/We agree to provide any document(s) required by the Bank from time to time and to abide by the rules and policies of the Bank for the conduct of such account(s). 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.

This request when accepted by the Bank will be deemed to be an agreement between the Bank and I/Us and all sections of this Form shall be treated as integral and indivisible part of the same. It is understood that this account will be used for bona fide personal/organizational transactions.

I/We agree to be liable for any finances or debts due to you which you may permit on this account or any other account in my/our name.

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.

Signature	Signature	Signature	Signature
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Name :

Name :

Name :

Name :

Date :

Date :

Date :

Date :

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: 15px; text-align: center;">Yes</td> <td style="width: 15px; text-align: center;">No</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>	Yes	No		
Yes	No				
2. Are you a U.S. Citizen?	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 15px; text-align: center;">Yes</td> <td style="width: 15px; text-align: center;">No</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>	Yes	No		
Yes	No				
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: 15px; text-align: center;">Yes</td> <td style="width: 15px; text-align: center;">No</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>	Yes	No		
Yes	No				

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 :

For Bank Use Only

Account Opened by

Reviewed and Approved by

Signature with Date

Signature with Date

Name & Designation Seal

Name & Designation Seal