

NBL SECURITIES LIMITED CUSTOMER AGREEMENT

1. Introduction.

This Customer Agreement (“**Agreement**”) sets out the terms and conditions pursuant to which NBL Securities Limited and their agents and assigns (collectively in this Agreement, “**NBLSL**”) may open and operate one or more accounts on your behalf for the purchase, sale or carrying of securities relating thereto or the borrowing of funds (each, an “**Account**”), which transactions are cleared through NBL Securities Limited. In this Agreement, “**Customer**”, “**you**”, or “**your**” (or similar) refer to the Account owner, and “**we**”, “**us**” or “**our**” (or similar) refers to NBLSL.

References to this “**Agreement**” include these terms and conditions as well as any other agreements or disclosures that apply to your Account, each as amended or supplemented from time to time.

BY AGREEING TO THIS AGREEMENT AND OPENING OR USING AN ACCOUNT, YOU EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT AND ANY OTHER AGREEMENTS OR TERMS INCORPORATED INTO IT. CLICKING OR TAPPING “SUBMIT APPLICATION”, “AGREE” OR

ANY SIMILAR BUTTON OR ACKNOWLEDGEMENT AS PART OF THE APPLICATION PROCESS, IS LEGALLY EQUIVALENT TO MANUALLY SIGNING THIS AGREEMENT, AND YOU WILL BE LEGALLY BOUND BY THIS AGREEMENT WHEN YOU CLICK OR TAP SUCH BUTTON.

THIS AGREEMENT AND ITS TERMS MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY NBLSL BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED TERMS BEING POSTED ON THE NBLSL WEBSITE, AND YOU AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. BY CONTINUING TO MAINTAIN ANY ACCOUNT OR ACCESS ANY SERVICES WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, YOU ARE DEEMED TO ACCEPT THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU REQUEST OTHER

SERVICES PROVIDED BY NBLSL THAT REQUIRE YOU TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. YOU ALSO UNDERSTAND THAT BY CLICKING OR TAPPING “SUBMIT APPLICATION” YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 30 HEREIN.

THIS AGREEMENT IS A LEGAL AGREEMENT AND IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND ITS TERMS BEFORE AGREEING TO IT. IF YOU HAVE ANY QUESTIONS YOU SHOULD CONTACT NBLSL OR SEEK INDEPENDENT ADVICE.

By entering into this Agreement, you acknowledge receipt of the NBLSL TERMS AND CONDITIONS, NBLSL USE AND RISK DISCLOSURES, NBLSL FINANCIAL PRODUCT FEATURES DISCLOSURES, DAY TRADING RISK DISCLOSURE, EXTENDED HOURS TRADING DISCLOSURE, AND ETF DISCLOSURE which are incorporated by reference into this Agreement. You also acknowledge receipt of the NBLSL Privacy Policy.

2. Your Account.

- 2.1. When you open or apply to open an Account to access services on the NBLSL mobile application(s) (Trek) or on the NBLSL Website (Trek App and the Website, together with any programs, tools, features, functionality, services, transactions, and Content provided through or in connection with the

Website and the Apps, collectively, the “**Platform**”), you are entering into direct contractual relationships with NBL Securities. “**Website**” means the “www.nblsl.com” website, and any others through which NBLSL offers services.

- 2.2. To be eligible to open or have an Account you must be at least 18 years old, and otherwise be legally permitted to have an Account and in compliance with the terms and conditions of this Agreement and Applicable Law, as well as any other eligibility criteria we may implement from time to time. “**Applicable Law**” includes all securities laws and regulations, the rules of any applicable self-regulatory organization of which NBLSL is a member and rules, regulations, customs, and usages of the exchange or market or clearing house, if any, where transactions are executed.
- 2.3. Your Account is self-directed and, except as provided in Section 2.4 below, you are solely responsible for any and all orders placed in your Account, for your investment decisions, and for determining the suitability of any particular transaction, security, or investment strategy. You agree that all orders entered by you (or placed on your behalf) are based on your own investment decisions.
- 2.4. You agree and understand that NBLSL or persons acting on NBLSL’s behalf does not provide any investment advice or recommend any particular security, transaction, or order, or other matter connected with your Account, nor will they advise you about the merits of any action or investment decision relating to your Account or any security you hold, unless specifically agreed upon in writing and clearly identified by NBLSL as an individualized investment recommendation for you.

3. Market Data.

- 3.1 We may provide or make available to you certain content, information, or data that may include information or data relating to securities and the securities markets, including last sale transaction data, bid and asked quotations, fundamental information, and other security information or data (collectively, “Market Data”).
- 3.2 We obtain Market Data from securities exchanges and markets, third-party information providers, and other third parties that distribute or transmit Market Data (collectively, “Third Party Providers”). If we provide or make Market Data available to you, this does not grant you any rights over or in that Market Data. Market Data is provided to you solely on the basis that you represent and warrant that you are a Non- professional and that you will use any Market Data solely for your personal non-business use to inform yourself about the market.

4. Customer Representations and Responsibilities.

4.1 Information Accuracy.

Where you provide NBLSL with any information in any form from time to time in connection with your Account or your application for an Account or any services, you represent and warrant that such information is complete, true, accurate, and correct. You acknowledge that knowingly giving false information for the purpose of inducing NBLSL to extend credit constitutes an offense under the securities laws of Bangladesh.

If any information that you have provided to NBLSL changes, you agree to promptly notify NBLSL of such changes in writing within ten days. You agree that this Agreement, the account application, and any other document you furnish in connection with your Account is NBLSL’s property.

4.2 About You.

You represent and warrant that:

- (a) You are at least 18 years old and you are of legal age to enter into a contract under the laws of Bangladesh.
- (b) You are authorized to enter into this Agreement.
- (c) You are the sole owner of the Account. No other person has any interest in the Account opened pursuant to this Agreement.

- (d) Except as otherwise disclosed to NBLSL in writing, neither you nor any member of your immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any company, firm or individual engaged in the business of dealing as a broker-dealer in securities. You agree to promptly notify NBLSL in writing if you or a member of your immediate family becomes registered or employed in any of the above-described capacities.
- (e) You are not a “Securities Professional”, and you are using the Account for your own personal, non-business, use.
- (f) You are not an officer, director, or 10% shareholder of any publicly traded company.

4.3 Risks.

You acknowledge and understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. You are solely responsible for all investment decisions associated with your Account including any risks in connection with the purchase or sale of securities (which includes the risk of loss).

4.4 Account Defaults.

Your Account comes with many defaulted service instruction features and preferences. You understand that you are not required to use these defaulted options or preferences and that once your Account is approved and opened, you have the sole discretion to control and adjust such defaulted service preferences that relate to your account.

4.5 Knowledge of Account.

You are solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in your Account including mergers, reorganizations, stock splits, name changes or symbol changes and dividends. Certain securities – including bonds, convertible securities, warrants, stock rights, and securities subject to exchange offers or tenders - may grant you valuable rights that may expire unless you take specific action, and you are solely responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with your securities or Property may expire or be called, canceled, or modified. NBLSL may, but is not obligated to, notify you of any upcoming expiration or redemption dates, or take any action on your behalf without specific instructions, except as required by law and the rules of regulatory authorities.

4.6 Review of Confirmations and Statements.

You agree that it is your responsibility to review order execution confirmations and statements of your Account promptly upon receipt. These documents will be considered binding on you unless you notify us of an objection within two days from the date confirmations are sent or within ten days after Account statements are sent.

Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, NBLSL reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you understand and agree that you are obligated to take action to limit any losses that may result from such transaction and that you will bear sole responsibility for any losses relating to the transaction, even if your objection to the transaction is ultimately determined to be valid. Nothing in this clause shall limit your other responsibilities in this Agreement.

4.7 Orders and Instructions.

Any instruction or order given for your Account, including via the Platform(Trek app) or using your Account username or password, will be treated as being from you and fully authorized by you. You agree that NBLSL shall be entitled (but not required) to act upon any oral instructions given by you so long as NBLSL reasonably believes such instruction was actually given by you. You instruct and authorize NBLSL to rely on such instruction or order without further inquiry, and agree that NBLSL will not be liable for doing so.

You agree not to allow any person access to your Account, your Account username or password, or permit any other person to give orders or instructions on your Account to NBLSL, without the prior consent of NBLSL. If any other person has access to your Account, your Device, your Account username or password, that is solely at your own risk. NBLSL may execute your orders on any exchange or market.

NBLSL reserves the right to require full payment in cleared funds prior to the acceptance of any order. You agree to pay for purchases immediately or on NBLSL's demand. In the event that you fail to provide sufficient funds, NBLSL may, at its option and without notice, (i) charge a reasonable rate of interest, (ii) liquidate the Property subject of the buy order, or (iii) sell other Property owned by you and held in your Account. NBLSL may also charge any consequential Loss to your Account. "**Property**" includes all monies, securities, contracts, investments, and options, whether for present or future delivery, and all related distributions, proceeds, products, and accessions.

4.8 Assistance by NBLSL

On your request, NBLSL may provide support, and you understand that when you request support, help, or assistance from NBLSL in any form orally, electronically, or in writing (each, a "**Support Request**") in using the Platform, any of NBLSL's services (Trek App or web version), any investment tools available on the Platform, or any other information or thing or service provided by NBLSL, that Support Request and assistance provided relating to it will be limited to functional or operational explanation or assistance and, if requested by you, to the entry or correction by NBLSL or its Representatives of information or variables provided by you, and that such assistance and any communication from NBLSL or its Representatives in connection with a Support Request does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.

4.9 No Advice.

You understand that NBLSL does not provide any advice to you, and in particular, NBLSL does not provide any tax, legal, financial, or accounting advice. You are encouraged to consult your own tax advisor or attorney.

4.10 Discontinuation of Services.

You understand that NBLSL may discontinue your Account or any services related to your Account immediately by providing written notice to you.

NBLSL will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward NBLSL or its or its Affiliates' officers, employees, contractors, or customers. Any such behavior, as determined by NBLSL in its sole discretion, may result in the discontinuation of your Account.

If NBLSL discontinues your Account or any services related to your Account, you agree that NBLSL is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (ii) close your Account. This is without limitation to NBLSL's other rights under this Agreement or otherwise. "**Obligations**" includes all indebtedness, debit balances, liabilities, or other obligations of any kind of you to NBLSL, whether now existing or hereafter arising.

NBLSL will not be responsible for any Losses caused by NBLSL discontinuing your Account or any services, or any liquidation of your Property, or closure of your Account, including any tax liabilities.

4.11 No Business Use

You may only use the Platform for your own personal, non-business, non-commercial use.

4.12 Promotions Programs

You agree to the terms or conditions of any NBLSL promotions programs that you participate in. You understand that any such promotions may have significant limitations on eligibility or rewards.

4.13 Third Party Authorized Representatives.

You agree not to allow any person access to your Account, or your Account username or password, or permit any other person to give orders or instructions on your Account to NBLSL, without the prior consent of NBLSL.

NBLSL may in its sole discretion from time to time permit you to appoint your duly authorized representative or agent to act on your behalf with respect to your Account (your “**Third Party Authorized Representative**”), subject to any conditions that NBLSL may require. You are solely responsible for any risks associated with your Third Party Authorized Representative, including any actions, decisions, or conduct of your Third Party Authorized Representative. You instruct NBLSL to treat any order or instruction from your Third Party Authorized Representative as if that order or instruction was directly from you for the purposes of this Agreement, and to assume that such order and instruction is valid and authorized without further inquiry.

NBLSL is not responsible for determining and will not determine whether any Third Party Authorized Representative has authority to perform any actions generally or specifically with respect to your Account or your Property, and does not determine the validity of your Third Party Authorized Representative’s status or capacity. You will be bound by any order or instruction given by your Third Party Authorized Representative, and irrevocably ratify any action taken by your Third Party Authorized Representative connected with your Account.

4.13 Duty to Update Software.

From time to time, NBLSL will release software updates for the Trek App. You understand and agree that you are responsible for upgrading your software and maintaining the latest version of the App on your mobile device. Failing to do so may result in you encountering content that contains out-of-date, missing, or incorrect information including, among other things, important disclosures and agreement updates. NBLSL will not be responsible for any losses caused by your use of outdated software.

5. Account Security.

In order to set up and access your Account through the Trek App, you will be required to create or will be given security details, including an Account username and password. You are solely responsible for monitoring and safeguarding your Account and access to your Account. You are solely responsible for keeping your Account username, password, and other Account details safe, and for the safety and security of any electronic devices through which you access your Account (which may include your phone, tablet, computer, or any similar device) (a “**Device**”). This includes taking all reasonable steps to avoid the loss, theft, or misuse of such Device, for instance engaging available protections provided by your Device, such as passcodes, biometric login (such as via a fingerprint or a face-scan), or similar, and keeping your Account username, password, and other Account details safe and secret at all times. Any loss or compromise of your Device, your email account, your Account username or password, or other security details, may result in unauthorized access to your Account by third parties.

You agree to immediately notify NBLSL immediately and in any event within 24 hours if you become aware of: (i) any loss, theft, or unauthorized use of your Account, Account username or password; (ii) any failure by you to receive any Account communication such as confirmation of an order or a statement; (iii) any receipt by you of an Account communication that you do not recognize such as a confirmation of an order that you did not place; (iv) any inaccurate information in or relating to your orders, trades, margin status, Account balances, deposits, withdrawals, securities positions or transaction history; (v) any receipt by you of a security notification concerning your Account that notifies you of an event or action that you do not recognize; or (vi) any other unauthorized use or access of your Account. Each of the events described in (i)-(vi) of this clause will be a “Potential Fraudulent Event”.

Upon request by NBLSL, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide NBLSL a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and NBLSL in any investigation of any Potential Fraudulent Event and to complete any required affidavits promptly, accurately, and thoroughly. You agree to allow NBLSL access to your Device, and your network in connection with NBLSL’s investigation of any Potential Fraudulent Event. You acknowledge that if you fail to do any of these things, you may encounter delays in regaining access to the funds in your Account. You agree to indemnify and hold NBLSL, its Affiliates, and their respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event.

6. Important Information about Procedures for Opening a New Account or Maintaining an Account.

You must provide your information in accordance with Form-02 as required under CDBL Bye Laws 7.3.3(b) and also provide a signed declaration acknowledging and agreeing to comply with the terms and conditions of operation of the Depository Account with NBLSL as per Annexure E of the Bye Laws and any other information necessary for e-KYC.

You understand that NBLSL may take steps to verify the accuracy of the information you provide to NBLSL relating to your Account in your application or otherwise. You will provide prompt notification to NBLSL of any changes in the information including your name, address, e-mail address, and telephone number. NBLSL may retain this Agreement, the Account application, and all other such documents and their respective records as per the retention requirements of respective laws.

7. Applicable Laws and Regulations.

All transactions in your Account will be subject to all Applicable Laws. In no event will NBLSL be obligated to effect any transaction or provide any service or take any action that it believes would or might violate or be contrary to any applicable laws.

8. Residual Funds

In the event Your Account is cancelled, closed, or terminated for any reason and thereafter NBLSL receives funds to be applied to your Account, NBLSL reserves the right to apply the funds to any obligations you may have in your Account and/or transfer the funds to the balance of any active account you may own with an NBLSL Affiliate.

9. Market Volatility; Market Orders; Limit Orders; and Queued Orders.

You may place orders with Limit or Market option. When your order is executed you will receive the price at which the order is executed.

There are many steps in between placing an order and seeing it in the application you are using. The same is true for the executions against the orders. When you place an order basic steps are:

- In case of limit orders the maximum and minimum order price limits are checked against your order amongst other parameters (Circuit Breaker and Circuit Filter) and if the order price is within allowed limits it moves to risk management.
- Your order-related share or fund is checked and blocked in equivalent quantity or amount - risk management is complete
- Next the order is sent to the exchange in the format exchange receives orders
- Exchange receives the order and checks against days allowed parameters and confirms acceptance of the order and assigns a market order ID and returns the acknowledgement
- Once acknowledgement is received you see your order as active in the market.

This whole process may take from 100s of milliseconds to second(s) depending on the network connectivity, speed of connectivity, application software performance etc.

There are many additional factors to consider. Many symbols are highly liquid and their market price movement is volatile.

For example, market orders will consume counter-side orders (Buy side for sell orders and vice versa). In case there are no counter-side orders the order will be immediately rejected by the exchange.

When you place a market, you may have seen a market depth with a certain level of prices on the buy and sell side. However due to the inherent market volatility and the time it takes for the round trip of the order from your application to exchange and back, active market buy sell order status may have fluctuated and not be the same as what you have seen during placing the order. As a result, your order, if executed, may get executed at a price not exactly matching your expectations.

In case of a limit order execution depends on market conditions. You as an investor will always get executions at a price you wanted or better (lower than your limit price in case of Buy order and vice versa). For example,

you placed a buy limit order for 100 Taka. When you are placing the order there is a sell order in the market at 99 Taka and this order was confirmed by the Exchange before your order. In that case you will see execution at a price of 99 Taka even though your limit order price was 100 - better than the price you wanted. If your order was placed and confirmed by the exchange before the sell order at 99 Taka. The execution will be at Taka 100 for both Buyer and Seller. In this case the seller gets the better price.

10. Bulletin Board Securities

Bulletin board and other thinly-traded securities (collectively “**Bulletin Board Stocks**”) present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. You understand that Bulletin Board Stocks maybe subject to different trading rules and systems than other securities and that you may encounter significant delays in executions, reports of executions, and updating of quotations in trading Bulletin Board Stocks. NBLSL in its sole discretion may require limit orders on certain Bulletin Board Stock transactions.

11. Content

We may provide or make available to you certain content or information which may include news, articles, commentary, research, links to outside websites, and other information accessible through the Platform, but excluding brokerage services (such content or information, “**Content**”). Content may be prepared by third parties and independent external providers not affiliated with NBLSL “**Providers**”). If we provide or make Content available to you, this does not grant you any rights over or in that Content. You may not and agree that you will not reproduce, sell, market, distribute, or otherwise commercially use the Content in any manner. NBLSL may terminate your access to the Content at anytime.

Content is provided or made available to you on an “as is” and on an “as available” basis and should not be considered as any form of advice or recommendation for you or your Account, or a recommendation by NBLSL to buy or sell any securities or to engage in any investment strategy. Your use of any Content is at your own risk. We do not make any warranty of any kind, express or implied, regarding the Content or the accuracy, completeness, timeliness, or otherwise of the Content.

NBLSL does not produce or provide first-party research providing specific investment strategies such as buy, sell, or hold recommendations, first-party ratings, or price targets. To the extent any Content is prepared by NBLSL or its associated persons and made available via that Platform or by other means that Content is intended for informational and educational purposes only and does not constitute either research or a recommendation to enter into any securities transactions or to engage in any investment strategies.

Any views expressed in any third-party Content are not the views of NBLSL. NBLSL is not responsible for any third-party website or anything contained on or connected with any third-party website.

12. Restriction on Deposits, Withdrawals and Use of Services.

You understand that NBLSL may at any time, at its sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Platform or related services; (ii) restrict your ability to deposit or withdrawal funds or (iii) terminate your Account. The closing of your Account will not affect the rights or obligations of either party that are incurred prior to the date your Account is closed.

NBLSL is authorized, in its absolute discretion, should the undersigned die or should NBLSL for any reason whatsoever deems it necessary for its protection, without notice, or for any reason to cancel any outstanding orders in order to close out the accounts of the account holder, in whole or in part, or to close out any commitment made on behalf of the account holder.

NBLSL may also restrict your Account from withdrawals for, but not limited to, the following reasons: if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if NBLSL receives reasonable notice that ownership of some or all of the assets in your Account are in dispute. NBLSL shall not be liable for any loss that you may incur due to NBLSL’s refusal to permit any deposit, withdrawal or transaction.

In the event of a breach or default by you under this Agreement, NBLSL shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein.

13. Use of the Platform, Market data and Electronic Services

13.1 Warranties

You agree that your use of the Platform or any other service provided by NBLSL or its Affiliates is at your sole risk. The NBLSL services (including the Platform, the provision of Market Data, Content, or any other information provided by NBLSL, any of its Affiliates, or any third-party content provider or market data provider) is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

13.2 Limitation of Liability

Although considerable effort is expended to make the Platform and other operational and communications channels available around the clock, NBLSL does not guarantee that these channels will be available and error free every minute of the day. Interruptions of service due to maintenance, Platform changes or system failures may occur. NBLSL, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS (COLLECTIVELY, THE “**NBLSL PARTIES**”) WILL NOT BE RESPONSIBLE TO YOU OR TO THIRD PARTIES FOR ANY

LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, LAWYERS' FEES, OR OTHER FEES OR EXPENSES) BY REASON OF SUCH INTERRUPTIONS OF SERVICE, EXCEPT WHERE SUCH LOSS RESULTS FROM VIOLATION OF THIS AGREEMENT, APPLICABLE RULES, OR APPLICABLE STANDARDS OF CONDUCT. THIS PROVISION DOES NOT RESTRICT OR LIMIT IN ANY WAY YOUR ABILITY TO BRING ANY CLAIM IN ANY FORUM, INCLUDING IN ARBITRATION, AGAINST NBLSL PARTIES THAT YOU WOULD OTHERWISE BE ENTITLED TO BRING.

13.3 Operational Interruption and Extraordinary Events

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE NBLSL PARTIES WILL NOT BE RESPONSIBLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, LAWYERS' FEES, OR OTHER FEES OR EXPENSES) BY REASON OF EXTRAORDINARY EVENTS OUTSIDE OF THEIR CONTROL OR THAT THEY DID NOT CAUSE INCLUDING, BUT NOT LIMITED TO, INTERRUPTIONS OF SERVICE DUE TO GOVERNMENT OR MARKET RESTRICTIONS, SUSPENSIONS OF TRADING, THE ACTION OF ANY EXCHANGE OR OTHER SELF-REGULATORY ORGANIZATION, HIGH MARKET VOLATILITY OR TRADING VOLUME, ARMED CONFLICTS, NATURAL DISASTERS, FORCES OF NATURE (INCLUDING EARTHQUAKES AND STORMS), POWER OUTAGES, NETWORK OR SYSTEM FAILURES, UNFORSEEABLE SOFTWARE OR HARDWARE MALFUNCTIONS, COMPUTER VIRUSES, MESSAGE INTERRUPTION, AND INSTANCES OF UNAUTHORIZED ACCESS OR BREACH OF SECURITY.

13.4 Indemnification

Except as otherwise provided by law, NBLSL or any of its affiliates or respective partners, officers, directors, employees or agents (collectively, “**Indemnified Parties**”) shall have no liability for, and you agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by you with any of the terms and conditions of this Agreement; (ii) any third-party actions related to your receipt and use of any Market Data, Content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Agreement; (iii) any third-

party actions related to your use of the Platform; (iv) your or your agent's misrepresentation or alleged misrepresentation, or act or omission; (v) Indemnified Parties following your or your agent's directions or instructions, or failing to follow your or your agent's unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with your Account (including any technology services, reporting, trading, research or capital introduction services); or (vii) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to you, except to the extent such Losses result from the Indemnified Parties' violation of this Agreement, Applicable Rules, or applicable standards of conduct. Further, if you authorize or allow third parties to gain access to NBLSL's services, including your Account, you will indemnify, defend, and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. NBLSL does not warrant against loss of use or any direct, indirect, or consequential damages or losses to you caused by your assent, expressed or implied, to a third party accessing your Account or information, including access provided through any other third-party systems or sites.

You consent to the use of automated systems or service bureaus by NBLSL and its respective affiliates in conjunction with your Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "**Automated Systems**"). You understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure, and errors in the design or functioning of such Automated Systems (collectively, a "**System Failure**") that could cause substantial damage, expense, or liability to you. As set forth in Section 14.2, you understand and agree that Indemnified Parties will not be responsible for any of your Losses arising out of or relating to a System Failure, except to the extent such Losses result from the Indemnified Parties' violation of this Agreement, Applicable Rules, or applicable standards of conduct.

You also agree that Indemnified Parties will have no responsibility to you in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. You agree that Indemnified Parties will not be responsible to you or to third parties for: any Losses (including special, indirect, incidental, consequential, punitive or exemplary (including lost profits, trading losses and damages)) resulting from a cause outside the control of the Indemnified Parties, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading. This Agreement does not seek indemnification for costs or penalties resulting from the Indemnified Parties' own violation of the securities laws.

14. Exchange Traded Funds

You understand that you should consider the investment objectives and unique risk profile of Exchange Traded Funds ("**ETFs**") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. You further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. You further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences.

You understand that you can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review. Additional regulatory guidance on ETFs can be found [here](#).

15. Effects of Attachment and Sequestration of Accounts

NBLSL shall not be liable for refusing to obey any orders given by or for you with respect to your Account that has or have been subject to an attachment or sequestration in any legal proceeding against you, and NBLSL shall be under no obligation to contest the validity of any such attachment or sequestration.

16. Event of Death

It is agreed that in the event of your death, the nominee of your account shall immediately give NBLSL written notice thereof, and NBLSL may, before or after receiving such notice, subject to proof of identification of the nominee take such proceedings, to retain such portion of, or restrict transactions in the Account as NBLSL may deem advisable to protect NBLSL against any tax, liability, penalty or loss under any present or future laws or otherwise.

Notwithstanding the above, in the event of your death, NBLSL may cancel all open orders, but NBLSL shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. The estate of any of the Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to NBLSL for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by NBLSL of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect NBLSL's rights under this Agreement to take any action that NBLSL could have taken if you had not died.

17. Tax; Tax Reporting

17.1 Tax

You acknowledge that it is your responsibility to declare and pay any income, gains, or similar to all applicable tax authorities, make any tax filings, and to pay any and all taxes, duties, or similar ("tax") when due in all applicable jurisdictions. You undertake and warrant to NBLSL that you will do so and will comply in full with all applicable tax laws and obligations to which you are subject.

17.2 Reporting

The proceeds of sale transactions and dividends (and substitute payments in lieu of dividends) paid will be reported to the National Board of Revenue ("NBR") in accordance with applicable law.

18. Equity Orders and Payment for Order Flow

NBLSL shall receive all orders in writing or by Fax or E-mail or any other mode as specified by the Commission from time to time; and number and time-stamp at the time of receipt thereof and enter in the chronological order in a register which states your name and address, the name and number of the securities to be bought or sold, the nature of the transaction and the limit, if any, as to the price of the securities or the period for which the order is to be valid.

Your order to NBLSL placed in the trading system of the exchange through internet or the mobile app or in the website of NBLSL following the applicable rules and regulations, shall be treated as valid order which shall be maintained and preserved electronically by the NBLSL.

NBLSL shall not involve in any activities of front running, and shall keep the information or information flow protected to avoid any front-running activities.

In case of a 'limit order' placed by you to buy or sell a security, NBLSL shall not, while such order remains unexecuted, buy or sell the same security at or below the limit price on the exchange for its stock dealer account, or for the account of its director or officer or any other person related to them.

NBLSL shall upon executing an order, within the day of the execution of the order, give Short Message Service (SMS) to the cellular phone number or e-mail address as provided by the customers, or in writing in person or by Fax; as a confirmation message through the app, which shows the details of the transaction as determined by the exchange including the date and time on which the order was executed, the name and number of securities

bought or sold, the nature of the transaction, the price of the securities, customer's code number, brokerage and other expenses, if any.

NBLSL routes customer orders in securities to the stock exchanges, which routes orders to transfer such securities in the account of the customer held under Central Depository Bangladesh Limited (CDBL). CDBL transfers securities and debits/credits the account of the customer in respect to such transfer of securities. At all times CDBL holds the shares in the customer's account and transfers in respect to orders from the customer. CDBL transfers the customer's balance to NBLSL which NBLSL transfers to the customer upon request for withdrawal. NBLSL is paid the commission fee from such transactions as agreed upon previously.

19. Fees and Charges

You understand that NBLSL charges fees or commissions for executing buy and sell orders. However, you understand that other fees may apply. The current fees are included in the Fee Schedule available on the Platform. You agree to pay any such fees at the then-prevailing rate. You acknowledge that the prevailing fees may change and that change may occur without notice. You agree to be bound by such changes once they are posted in the fee schedule available on the Platform. NBLSL reserves the right to vary rates and fees among customers in connection with special offers, promotions, arrangements, or account criteria such as account value/balance or customer loyalty. You also agree to pay all applicable taxes, and any fees, costs, or expenses incurred by NBLSL in connection with collection of any unpaid balance due on your Account, including lawyer's fees allowed by law.

You authorize NBLSL to automatically debit your Account for any fees, charges or other amounts owed to NBLSL by you.

20. Disclosure of Information

You agree and understand that all disclosures of your non-public personal information shall be made in accordance with the terms of this Agreement or the NBLSL Privacy Policy (available in the Disclosure Library), as applicable. You agree that your consent to sharing certain types of non-public personal information will remain in effect until you revoke such consent by updating your settings.

In addition, you understand and agree that NBLSL may disclose information about your Account and your related activities to third parties under the following circumstances: (i) As necessary to complete your Payment transactions; (ii) to investigate any complaint, disputed transaction, transaction inquiry, or request you make or as necessary to investigate potential fraud, money laundering, or other misuse related to your Account; (iii) as necessary to comply with any applicable law, regulation, government, or court order; or (iv) in accordance with your written permission or as otherwise permitted under the NBLSL Privacy Policy.

21. Deposits

21.1 General; Holds

You acknowledge and agree that funds that you deposit to your Account may be subject to one or more hold periods, which are described in the NBLSL Funds Availability schedule available in the Disclosure Library. You understand and agree that NBLSL reserves the right to modify the NBLSL Funds Availability schedule at any time by posting an updated schedule in the Disclosure Library or otherwise providing notice to you. During the applicable hold period, your funds will not be available for Payments, withdrawal, or the settling of securities transactions, in each case as described in the NBLSL Funds Availability schedule. You further understand and agree that NBLSL reserves the right to further delay making deposited funds available for periods longer than the hold periods specified in the NBLSL Funds Availability schedule to the extent NBLSL determines that additional time is needed to verify information about the item deposited or the sender or if NBLSL otherwise believes there is a risk of fraud or other unlawful activity with respect to your Account.

21.2 Mistaken Deposits

If funds are deposited or transferred into your Account by mistake or otherwise, you agree that NBLSL may correct the situation within three (03) days without prior notice to you.

21.3 Returned Funds

You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Account and that transfer is returned for any reason, NBLSL may charge the transfer against your Account, without prior notice to you.

22. API

22.1 Overview; Definitions

NBLSL may, in NBLSL's sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "**API Package**") (such third parties, "**API Licensees**"), to make available certain features and functionality of NBLSL's mobile applications, websites, or technology platform via the API Licensees' products (such products, the "**Licensee Products**"). The API Package and the Licensee Products are collectively referred to as the "**API Products**". You may not use the API Package or develop Licensee Products without NBLSL's express written consent (and NBLSL may decline any such request for use or development in its sole discretion).

22.2 Access to your Personal Information

Through your use of any API Products, you may be providing API Licensees with access to your Account and Personal Information. "**Personal Information**" means any information that identifies, describes, or is capable of being associated with an individual (including username, logon password, financial information, trade data, and other financial information). By using any API Products, you acknowledge that such API Products may employ security, policies, procedures, and systems of API Licensees which may or may not be less stringent and secure than NBLSL's. You agree that your use of any API Products shall be subject to this Agreement, in addition to any other agreements which you executed with respect to any such API Products. You understand and agree that any end user agreement that you executed with any API Licensee is concluded between you and such API Licensee only, and not with NBLSL; and such API Licensee, not NBLSL, is solely responsible for such Licensee Product and the content thereof. You understand and agree that the API Products may deliver Personal Information to NBLSL, and that NBLSL is authorized to receive and store such Personal Information consistent with NBLSL's then-in-effect policies and procedures. Further, you agree that the API Products may request Personal Information stored by NBLSL, and you consent to NBLSL's disclosure of such Personal Information to the API Products.

22.3 No Recommendations

To the extent the Licensee Products or API Licensees express opinions or make recommendations, you understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of NBLSL. The existence of any API Products and NBLSL's consent to any connectivity between any Licensee Products and NBLSL's technology, the Platform, or trading platform(s) does not constitute (i) any recommendation by NBLSL to invest in any security or utilize any investment strategy; or (ii) any representation, warranty, or other guarantee by NBLSL as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or by the Licensee Products shall not constitute NBLSL's endorsement of API Licensees or the Licensee Products.

22.4 Data Provided by NBLSL to API

From time to time, and subject to then-in-effect agreements between NBLSL and API Licensees, NBLSL may, in its own discretion, make market data feeds received from third parties available via the API Products. NBLSL does not make any guarantees in regard to such market data feeds.

Furthermore, API Licensees or Licensee Products may make available to you market data feeds independent of NBLSL. You acknowledge that from time to time that there may be discrepancy between the market data presented on the Platform and information provided by any API Products due to a variety of reasons, including the time to update and transmit such data to a mobile application or website and latency caused by such API Product's or your local environment (such as computer set up, connection speed, etc.). NBLSL is not responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.

22.5 Risks; No Liability

You acknowledge that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by NBLSL. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by NBLSL (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to NBLSL are subject to order vetting by NBLSL. Orders created and submitted through any API Products are not vetted until they are received by NBLSL. It is possible that NBLSL may reject an order placed through any API Products. NBLSL cannot guarantee that any order will be accepted when such order is routed to the market for execution, and NBLSL cannot guarantee that notifications and Personal Information provided to you by NBLSL will be successfully delivered to or displayed by any API Products.

Without limiting the generality of any other terms in this Agreement, you agree that:

- (a) NBLSL or its Affiliates shall not be liable for any Losses as a result of any issues addressed in this Section, nor shall NBLSL or its Affiliates be liable for any Losses realized for technical issues involving any API Products or API Licensee technology or product offerings (including system outages or downtime).
- (b) NBLSL or its Affiliates shall not be responsible for any investment research provided by any API Licensee or any Licensee Products.
- (c) NBLSL or its Affiliates makes no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information, or other functionality made available by any API Licensee or any API Products.

22.6 Intellectual Property

Your use of any API Products will not confer to you any title, ownership interest, or intellectual property rights that otherwise belongs to NBLSL or any of its affiliates. The API Package, including content, is protected under Bangladesh's patent, copyright laws, international treaties or conventions, and other laws and will remain NBLSL's exclusive property, as applicable. Names, logos, and all related product and service names, design marks, and slogans displayed by or relating to NBLSL or any of its Affiliates or API Licensees in the context of the API Products shall remain the property of the respective owner, and use of such property by NBLSL or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle you to use any such name or mark in any manner.

22.7 Customer API Representations and Warranties

You represent and warrant that:

- (a) By virtue of utilizing any API Products, you consent to and accept any risk associated with NBLSL's sharing of Personal Information with any API Licensee and shall not hold NBLSL, its Affiliates, or their respective officers, directors, or employees responsible for any Losses resulting from the sharing of such Personal Information.
- (b) You agree that your use of any API Products or API Licensee's content, information, technology, or functionality is at your own risk.
- (c) You agree that NBLSL may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without prior notice to you.

23. Electronic Signatures; Modifications to the Agreement

You agree to transact business with NBLSL electronically. By electronically signing an application through scanned signature, or accepting various terms by clicking or ticking the designated place for acceptance in the app, for an Account, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the use of NBLSL's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided

to you in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. You acknowledge and agree that NBLSL may modify this Agreement from time to time and you agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of NBLSL's electronically stored copy of the Agreement.

24. Extended Trading Hours

In certain circumstances, you may be able to engage in Extended Hours trading, meaning, for purposes of this section, trading outside of the regular trading hours of 9:30 a.m. and 4:00 p.m. Bangladeshi Time (GMT +6). This ability may be limited to certain account types or other eligibility criteria, and the order types available for Extended Hours trading may be limited. You may not execute Extended Hours trades in an IPO on its first day of trading. There are unique risks to Extended Hours trading and by participating in this type of trading, you are deemed to understand and agree to accept such risks, including those set out in the Extended Hours Trading Disclosure available in the Disclosure Library. If any terms of the Extended Hours Trading Disclosure conflict with any terms of this Agreement, the terms of this Agreement will control.

25. Phone Calls

You agree that, by providing information NBLSL requests, opening or applying to open, or maintaining an Account, or by downloading any App, NBLSL and its third-party service providers may contact you either (i) via mail, phone, or email, or other details you have provided, or (ii) via any other form of electronic or other communications facility available via the Platform or a third party service provider such as "chat", "voice", or messaging functionality.

Specifically, if you provide us with a phone number: (a) you represent and warrant that the number you provide is your phone number, and you will promptly notify us if that changes, and (b) you consent to receive calls (including text messages) made to that phone number that may be prerecorded or completed with an automatic telephone dialing system (automated calls) for purposes including but not limited to providing account-related communications (including security alerts), telemarketing, investigating or preventing fraud, or collecting amounts owed to NBLSL. We may share your number with third parties that provide services to us in connection with any of the foregoing purposes, including but not limited to debt collectors. You understand that message, telephone minute and data rates may apply for calls made to a mobile phone number. You may opt out at any time from receiving these types of calls orally or in writing to privacy@NBLSL.com. Please note, even if you opt out, we may still make other calls as permitted by law.

26. Consent to Electronic Delivery of Documents

26.1 Consent

By agreeing to electronic delivery, you are giving your informed consent to electronic delivery of all Account Documents. "Account Documents" include notices, disclosures, current and future account statements, regulatory and shareholder communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding your Account, this Agreement (including amendments to this Agreement), and the agreements and disclosures governing the services delivered or provided to you by NBLSL, the issuers of the securities or other property in which you invest, and any other parties. You agree that you can access, view, download, save, and print any Account Documents you receive via electronic delivery for your records.

26.2 Electronic Delivery System

You acknowledge that NBLSL's primary methods of communication with you include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to your email address of record, and, to the extent required by law, (D) providing you with notice(s) that will direct you to the Platform where you can read and print such information. Unless otherwise required by law, NBLSL reserves the right to post Account Documents on the Website without providing notice to you. Further, NBLSL reserves the right to send Account Documents to your postal or email address of record, or via the Platform. You agree that all Account

Documents provided to you in any of the foregoing manners are considered delivered to you personally when sent or posted by NBLSL, whether you receive it or not.

All email notifications regarding Account Documents will be sent to your e-mail address of record. You agree to maintain the email address that you have provided NBLSL until you provide NBLSL with a new one. You understand that email messages may fail to transmit promptly or properly, including being delivered to SPAM folders. You further understand that it is your sole responsibility to ensure that any emails from NBLSL or its Affiliates are not marked as SPAM. If a notification cannot be delivered to you because you failed to maintain a valid and/or deliverable email address with NBLSL, such notification will be sent to you via postal mail for a fee, as described in Section 34.3, below, and in the Fee Schedule. Regardless of whether or not you receive an email notification, you agree to check the Website regularly to avoid missing any information, including amendments or supplements to this Agreement, or time-sensitive or otherwise important communications. If you authorize someone else to access the email account you have provided NBLSL, you agree to tell them to share the Account Documents with you promptly, and you accept the risk that they will see your sensitive information. You understand that if you use a work email address or computing or communications device, your employer or other employees may have access to the Account Documents.

Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including Account numbers or passwords, in any unencrypted emails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold NBLSL, its Affiliates, and NBLSL and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

You agree to promptly and carefully review all Account Documents when they are delivered and notify NBLSL in writing within five days of delivery if you object to the information provided (or other such time specified therein). If you fail to object in writing within such time, NBLSL is entitled to treat such information as accurate and conclusive. You will contact NBLSL to report any problems with accessing the Account Documents.

26.3 Costs and Fees

Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and you agree to bear these costs. NBLSL will not charge you additional online access fees for receiving electronic delivery of Account Documents.

Additionally, if you fail to maintain a valid and/or deliverable email address of record on your Account, NBLSL reserves the right to charge you a fee for certain documents that must be re-delivered via postal mail. You will incur such fee for each instance of postal mail delivery until such time as you update your email address. The types of Account Documents that are subject to these fees and the current fee amounts are detailed in the Fee Schedule. You agree that NBLSL may deduct these fees from your Account consistent with the terms of this Agreement.

26.4 Archival

Upon your request, you may obtain electronic copies of account statements and trade confirmations, subject to availability

26.5 Revocation of Consent

Consent to electronic delivery of documents is required to establish and maintain an Account with NBLSL. Subject to the terms of this Agreement, you may revoke or restrict your consent to electronic delivery of Account Documents at any time by notifying NBLSL in writing of your intention to do so. However, you understand that if you revoke or restrict your consent to electronic delivery of Account Documents, NBLSL has the right to restrict and/or close your Account, and terminate your access to NBLSL's services. NBLSL may elect to deliver Account Documents by other means, including paper delivery via postal mail, which will not revoke or otherwise

affect your consent. You understand that neither your revocation or restriction of consent nor NBLSL's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.

26.6 Duration of Consent

Your consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either you or NBLSL revokes it. You understand that it may take up to three Business Days to process a revocation of consent to electronic delivery, and that you may receive electronic notifications until such consent is processed.

26.7 Hardware and Software Requirements

You understand that in order to receive electronic deliveries, you must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as NBLSL may specify and to which you have access. You also understand that if you wish to download, print, or save any information you wish to retain, you must have access to a printer or other device in order to do so.

26.8 Consent & Representations

You hereby agree that you have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, you hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. You will maintain a valid email address and continue to have access to the Internet. If your email address changes, you agree to immediately notify NBLSL Financial of your new email address in writing.

27. Recording and Monitoring of Communications

You understand and agree that NBLSL may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, NBLSL does not consent to the recording of telephone conversations by any third party or by you. You acknowledge and understand that not all telephone or electronic communications are recorded by NBLSL, and NBLSL does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

28. Miscellaneous Provisions

28.1 Contract Information

NBLSL Customer Service may be contacted by visiting support.NBLSL.com or by email at help@NBLSL.com.

28.2 Interpretation

The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. References to "days" means calendar days unless indicated otherwise.

28.3 Binding Effect; Assignment

This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining NBLSL's prior written consent. NBLSL may assign, sell, or transfer your Account and this Agreement, or any portion thereof, at any time, without your prior consent.

28.4 Severability

If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.

28.5 Website Postings

You agree and understand that NBLSL may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to your use of the Platform or your Account, on the Website from time to time including in the Disclosure Library, and that this includes updates or amendments to this Agreement or other agreements or Risk Disclosures incorporated in or referenced in this Agreement (“**Website Postings**”). You understand that it is your continuing obligation to monitor the Website and the Disclosure Library for Website Postings and to understand the terms of the Website Postings. You agree to be bound by the Website Postings (and the most current version of this Agreement) as are in effect at the time of your access or use of the Platform or the giving of any order or instruction relating to your Account.

28.6 Entirety of Agreement

This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings and Risk Disclosures), and the terms and conditions contained in your Account statements and confirmations, contain the entire agreement between NBLSL and you and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between NBLSL and you, provided, however, that any and all other agreements between NBLSL and you, not inconsistent with this Agreement, will remain in full force and effect.

28.7 Amendment

NBLSL may at any time amend this Agreement and any other agreement or document incorporated or referenced in this Agreement without prior notice to you. The current version of the Agreement will be posted in the Disclosure Library, and your continued Account activity (including accessing the Platform or submitting an order or instruction) after such amendment constitutes your agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether you have actually reviewed them.

Continued use of the Platform or any other NBLSL services after such posting will constitute your acknowledgment and acceptance of such amendment. You agree to regularly consult the Website and the Disclosure Library for up-to-date information about NBLSL services and any modifications to this Agreement, Risk Disclosures, or any other agreement incorporated or referenced in this Agreement or related to services provided to you by NBLSL. NBLSL is not bound by any verbal statements that seek to amend the Agreement. Any communication from you that purports to amend or supplement the terms of this Agreement or impose other terms on NBLSL will only take effect if agreed to in writing and signed by one of our authorized signatories.

28.8 Tenure & Termination

1. This agreement shall be remain in force for a period of..... months/years from the date of signing.
2. This agreement will stand terminated: i) upon the expiry of the period of this Agreement unless renewed upon mutual agreement between the Broker and the Account Holder. ii) Before the expiry of the period of this Agreement, if either NBL Securities limited or the Account Holder gives..... months’ notice. Termination shall not absolve the parties from completing accounts and adjusting any outstanding dues or respective rights and obligations under this agreement. iii) If the account holder fails to make payment for any transaction upon due notice for a period of.....days.

28.9 No Waiver; Cumulative Nature of Rights and Remedies

You understand that NBLSL's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on NBLSL's part to exercise any power or right given to NBLSL in this Agreement, or a continued course of such conduct on NBLSL's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to NBLSL in this Agreement are cumulative and not exclusive of any other rights or remedies to which NBLSL is entitled.

28.10 International Customers

The products and services described on the Website are offered only to customers located in the Bangladesh. The Platform shall not be considered a solicitation for or offering of any investment product or service to any person outside Bangladesh. You understand that NBLSL is based in Bangladesh and that NBLSL accepts only Bangladeshi Taka as currency in NBLSL's customer accounts.

29. Governing Law

This Agreement and all transactions made in your Account shall be governed by the laws of the Rules and Regulations of the Securities and Exchange Commission of Bangladesh, Dhaka Stock Exchange Ltd. and other prevailing laws and regulations of Bangladesh and in particular the authority herein by the Client to NBLSL.

30. Arbitration

In case of any dispute or difference arising between the parties regarding the meaning, construction, interpretation, breach or fulfillment or non-fulfillment of the terms and obligations of these presents or any clause or condition thereof, the same shall be resolved amicably by mutual discussion. If such discussion fails to resolve the dispute, the Broker and the account holder shall refer the matter to mediation before initiating Arbitration for final resolution by the binding decision. If the mediation fails to cause any settlement between the Parties within 45 days of reference to mediation, two arbitrators, one to be nominated by each party, shall be appointed, for resolution of the disputes, who shall then appoint an umpire to act as the third Arbitrator, who shall chair the proceeding. Any reference to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act, 2001 or any statutory modification thereof. The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. The language of Arbitration shall be English, legal seat and venue of Arbitration shall be Dhaka, Bangladesh and the substantive laws of Bangladesh shall govern the dispute.

ACCEPTED AND AGREED: You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this agreement. **YOU ALSO UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 30**

HEREIN. YOU ALSO AGREE THAT YOU HAVE BEEN PROVIDED WITH AND AGREE TO THE NBLSL TERMS AND CONDITIONS, NBLSL USE AND RISK DISCLOSURES, NBLSL FINANCIAL PRODUCT FEATURES DISCLOSURES, DAY TRADING RISK DISCLOSURE, EXTENDED HOURS TRADING DISCLOSURE, AND ETF DISCLOSURE WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND MENTIONED HEREIN AS ("DISCLOSURE DOCUMENTS").

APPENDIX 1: MARKET DATA ADDENDUM

A. DSE market data: Market Data may be made available to you by NBLSL through the [**product name**]: (a) last sale and quotation information pertaining to equity securities; (b) bond and other debt (including government securities) last sale and quotation information; and (c) such index and other market information, as may be

admitted to trading on the Dhaka Stock Exchange (DSE) and approved by Bangladesh Securities Exchanges Commission (BSEC) and made available by the DSE.

You enter into the "Agreement for Market Data" in order to receive or have made available to you any DSE Market Data.

B. CSE market data: Market Data may be made available to you by NBLSL through the [**product name**]: (a) last sale and quotation information pertaining to equity securities; (b) bond and other debt (including government securities) last sale and quotation information; and (c) such index and other market information, as may be admitted to trading on the Chittagong Stock Exchange (CSE) and approved by Bangladesh Securities Exchanges Commission (BSEC) and made available by the CSE.

To receive or have made available to you any **DSE/CSE** Market Data, you enter into the "Agreement for Market Data Display Services" in the form attached at Appendix 1 to this Market Data Addendum (the "**DSE/CSE Market Data Agreement**") with [**Product Name**].

The **DSE/CSE** Market Data Agreement will be deemed to have been executed and entered into by you by your agreement to the Customer Agreement and this Market Data Addendum, and in addition to being incorporated into the Customer Agreement by virtue of this Market Data Addendum, constitutes a separate agreement between you and [**Product Name**]. You acknowledge and agree that the **DSE/CSE** Market Data Agreement is a legal, valid and binding contract between you (as Subscriber) and [**Product Name**] (as Vendor).

1. **Use of Data.** You are only permitted to access, view, or use any Information for your personal, non-business, use. You undertake to only use Information for your personal, non-business, purposes. You agree not to sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. You agree not to engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any DSE/CSE or SEC Rule or other applicable law, rule or regulation. You agree not to present the Information rendered in any unfair, misleading or discriminatory format. to take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

2. **Proprietary Data.** You acknowledge and agree that (i) DSE/CSE has proprietary rights to the Information that originates on or derives from markets regulated or operated by DSE/CSE, and compilation or other rights to Information gathered from other sources; and (ii) DSE's and / or CSE's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by you of any Information, DSE/CSE or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.

3. **Modifications.** DSE/CSE may from time to time, in its sole discretion, make modifications to its system or the Information. Such modifications may require corresponding changes to be made in [**Product Name**]'s service or in the way Information is provided or presented to you, and may affect your access to or use of some or all of the Information. Neither DSE/CSE nor [**Product Name**] shall not be responsible for such effects.

4. **Reporting and Audit.** If requested by [**Product Name**] or DSE/CSE, you undertake to provide reasonable cooperation including: (i) promptly providing information or materials in response to any reasonable request; and (ii) making available for examination all records, reports, payments, and supporting documentation, in each case relating to the Information, necessary to reach a conclusion as to your compliance with these terms.

5. **System.** You acknowledge that DSE/CSE, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in the way Information may be displayed or provided to you. DSE/CSE shall not be responsible for such effects.

6. **No endorsement.** DSE/CSE does not endorse or approve any equipment, [**Product Name**], or [**Product Name**]'s service. [**Product Name**] makes no representations or warranties in connection with DSE/CSE or Information.

7. **Limitations of Liability.** a. Except as may otherwise be set forth herein, DSE/CSE shall not be liable to you or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if DSE/CSE has been advised of the possibility of such damages.

a. DSE/CSE shall not be liable to you or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information. This section shall not relieve DSE/CSE, you, or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. You understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

8. **Disclaimers of Warranties.** DSE/CSE and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

9. **Third-Party Information Providers' limitation of liability.** DSE's and / or CSE's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of you or any other Person seeking relief through you, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to you or any other Person seeking relief through you pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by you or any other Person seeking relief through you, as applicable.

10. **Claims and Losses.** You will indemnify DSE/CSE and hold DSE/CSE and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by you with the terms and conditions hereof; (b) any third-party actions related to your receipt and use of the Information, whether authorized or unauthorized; (c) a claim of infringement or other violation of an intellectual property right by you or your actions or omissions, equipment or other property.

11. **Termination.** You acknowledge that DSE/CSE, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to DSE/CSE. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In the event of your breach, discovery of the untruth of any of your representations, or where directed by the SEC in its regulatory authority, DSE/CSE may terminate this DSE/CSE Market Data Agreement with not less than three (3) days written notice to you provided either by DSE/CSE or [**Product Name**].

12. **Definitions.** The following terms have the following meanings:

- a. "Ordinance" and "**Act**" shall mean the Securities Exchange Ordinance 1969 and Securities Exchange Commission Act 1993.
- b. "**Information**" means certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Vendor or from DSE/CSE relating to: (a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; (b) activities of DSE/CSE; (c) other information and data from DSE/CSE. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.
- c. "**DSE/CSE**" means collectively DSE/CSE, are two stock exchanges in Bangladesh, self-regulated, private sector entities which must have their operating rules approved by the BSEC.
- d. "**DSE/CSE Markets**" shall mean the regulated securities and options exchange subsidiaries of DSE/CSE and other regulated market subsidiaries of DSE/CSE, including, but not limited to, The DSE/CSE Stock Market.
- e. "**Person**" means any natural person, proprietorship, corporation, partnership or other entity whatsoever.
- f. "SEC" or "BSEC" means the Bangladesh Securities and Exchange Commission
- g. "**System**" means any system DSE/CSE has developed for the creation and/or dissemination of Information.

13. **Amendments.** This DSE/CSE Market Data Agreement may be amended or modified as set out in section 4 of this Market Data Addendum.

DSE/CSE MARKET DATA AGREEMENT

A. DSE market data: Market Data may be made available to you by NBLSL through the **[product name]**: (a) last sale and quotation information pertaining to equity securities; (b) bond and other debt (including government securities) last sale and quotation information; and (c) such index and other market information, as may be admitted to trading on the Dhaka Stock Exchange (DSE) and approved by Bangladesh Securities Exchanges Commission (BSEC) and made available by the DSE.

You enter into the "Agreement for Market Data" in order to receive or have made available to you any DSE Market Data.

B. CSE market data: Market Data may be made available to you by NBLSL through the **[product name]**: (a) last sale and quotation information pertaining to equity securities; (b) bond and other debt (including government securities) last sale and quotation information; and (c) such index and other market information, as may be admitted to trading on the Chittagong Stock Exchange (CSE) and approved by Bangladesh Securities Exchanges Commission (BSEC) and made available by the CSE.

You enter into the "Agreement for Market Data" in order to receive or have made available to you any CSE Market Data.

1. Restrictions: DSE and CSE may impose restrictions, fees and other features to the DSE and CSE Market Data from time to time. By Agreeing to this agreement you agree to abide by any thing imposed by DSE and / or CSE on their Market Data.

We may also make available derived data from the DSE and CSE market data though **[product name]**.

2. Use of Data: Any Information that you access, view, or use must be done so solely for non-commercial, personal purposes. You agree to use the information only for personal, non-commercial purposes. You acknowledge that you will not give anyone else, any other office, or any other location access to the Information through sale, lease, furnishing, or any other means. You acknowledge that doing so would violate DSE or CSE or BSEC rules and regulations as well as other applicable laws, rules, and regulations. You also undertake not to operate any illegal businesses or allow others to use the Information, in whole or in part, for illegal purposes. You acknowledge that you will not use any unfair, deceptive, or discriminatory presentation of the Information provided. must adopt appropriate security measures to prevent access by unauthorized people.

3. Proprietary Data: You acknowledge and agree that (i) DSE and CSE has proprietary rights to Information that originates on or derives from markets regulated or operated by DSE and / or CSE, and (ii) DSE's and or CSE's third-party information providers have exclusive proprietary rights to their respective Information. DSE and / or CSE or its third-party information providers shall have the right to acquire injunctive remedy for its respective contents in the event of any misappropriation or misuse of any Information by you.

4. Reporting and Audit: You agree to offer reasonable assistance upon request from DSE/CSE or **[Product Name]**, including the following: (i) promptly providing information or materials in response to any reasonable request; and (ii) making all records, reports, payments, and supporting documentation, in each case relating to the Information, available for examination in order to determine your compliance with these terms.

5. Modification: The Information or DSE's and / or CSE's system may occasionally undergo changes at their sole discretion. Such changes may have an impact on your access to or use of any or all of the Information and may need equivalent changes to **[Product Name]**'s service or the way Information is given or presented to you. Such repercussions shall not be the responsibility of DSE/CSE or **[Product Name]**.

6. System: You acknowledge that DSE/CSE may occasionally modify its system or the Information at its sole discretion. Such changes can necessitate equivalent adjustments to how Information is displayed or supplied to you. Such impacts are not the responsibility of DSE/CSE.

7. No Approval: Equipment, **[Product Name]**'s services, or **[Product Name]** products are not recommended or approved by DSE/CSE. No guarantees or representations are made by **[Product Name]** regarding DSE/CSE or Information.

8. Liability Limitations: (a) Except as otherwise provided herein, DSE/CSE shall not be liable to you or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss due to shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if DSE/CSE has been informed of the possibility.

(b) If the Information is unavailable, interrupted, delayed, incomplete, or inaccurate, DSE/CSE is not responsible to you or any other Person. This clause does not absolve DSE/CSE, you, or any other Person of responsibility for losses brought on by their own egregious negligence, deliberate misconduct, or allegations of bodily harm or wrongful death. You acknowledge and concur that the contents of this section reflect an appropriate risk allocation and responsibility restriction.

9. Acknowledgments of Warranties: No warranties of any kind, whether express, implied, or statutory (including, without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), or any implied warranties resulting from custom, practice, or course of dealing, or the implied warranties of merchantability, fitness for a particular use or purpose, or non-infringement, are made by DSE/CSE and its third-party information providers.

9. Losses and Claims: You agree to defend, indemnify, and hold harmless DSE/CSE and all of its officers, employees, directors, and other agents from any and all Claims or Losses imposed by, incurred by, or asserted as a result of or relating to: (a) any noncompliance by you with the terms and conditions hereof; (b) any third-party actions related to your receipt and use of the Information, whether authorized or unauthorized; and (c) a claim of infringement.

10. Termination: You agree that DSE/CSE may unilaterally limit or terminate the right of any or all Persons to receive or use the Information by notifying NBLSL when necessary to uphold statutory obligations. NBLSL will abide by any such notice by immediately terminating or limiting the furnishing of the Information and notifying DSE/CSE of its compliance. Any affected Person will be entitled to take use of the procedural safeguards that the Act and the relevant rules thereunder afford. This DSE/CSE Market Data Agreement may be terminated at any time if there is a breach on your part, if it is determined that any of your claims were false, or if the BSEC exercises its regulatory jurisdiction and orders it.