

TERMS & CONDITIONS OF THE AGREEMENT

DECLARATION / AGREEMENT

I/ We the undersigned whose information is given in the Brokerage Application Form hereby request to be registered as a client of NBL Securities Limited, to open a brokerage account in my/our/company name. I/We further agree and confirm that the account hereby requested to be opened by me/us shall be held and be governed by the terms and conditions of this agreement as provided hereinafter and as may be modified from time to time by NBL Securities Limited and that I/we/company name have/has the necessary authority and permission to enter this agreement.

The applicant hereby declares that any and all information including any image, document, identity information etc. provided herein are true, accurate, current and complete being provided by the original applicant with clear intent to be used for opening BO account for the applicant in due compliance with the law.

Blank spaces in this agreement are considered to be filled in with information provided by the account holder or accepted by the account holder in the designated places provided in the NBL Aspire App for opening of BO account.

ACCOUNT USER WARRANTIES

As a condition of your use of this Website/Mobile App/WAP, you warrant that:

- you possess the legal authority to create a binding legal obligation
- you will use this Website/Mobile App/WAP in accordance with this Agreement
- you will only use this Website/Mobile App/WAP to make legitimate trading for you or for another person for whom you are legally authorized to act.

DEFINITIONS

"Broker" shall mean **NBL Securities Limited**.

"Account Holder" shall mean the person who engages in trading activities through the broker and shall include Buyer and Seller.

"Buyer" shall mean the person or persons or company who intends to buy securities for him/her/their through the Broker.

"Seller" shall mean the person or persons or company who intends to sell his/her/their securities through the Broker.

"BO Account" shall mean the account opened by the account holder with the Broker to sell/buy securities.

"Settlement day" shall mean the days declared by the Stock Exchange, on which transactions carried out by the Broker on behalf of the account holder at the Stock Exchange are settled/cleared with the Stock Exchange.

"CDBL" shall mean Central Depository Bangladesh Limited incorporated on 20th August, 2000 in Bangladesh under Central Depository Act.

SALE/BUY INSTRUCTION

A written instruction shall be given to NBL Securities Limited from time to time to purchase and/or sell investments (which shall mean and include stocks, debentures, mutual funds and private placement or any

other similar financial instrument as may be made available from time to time) on behalf of the account holder. On receipt of such instructions along with a cash deposit or delivery of shares, NBL Securities Limited shall, so far as NBL Securities Limited considers it reasonably practicable, purchase and/or sell investments in accordance with those instructions, provided always that (I) any such dealings do not contravene any applicable laws or regulations; (II) NBL Securities Limited shall have an absolute discretion to accept or reject purchase/sell instructions and (III) accounts holder's instruction shall include the name of the investment, quantity, price with notification of limit or discretion, the duration of the order, the nature of the lot (i.e. scrip size) for sale or the desired format for purchase order. The order should specify completion formats of all or partial filled with minimum trade value or number of shares and mode of execution.

PAYMENT TO SELLER

The **Broker** shall make payment to the **Seller** on the settlement day, subject to the overall cash balance of the Seller's "Securities Account".

PURCHASE ORDER

The **Buyer** shall pay his **broker** total value of the purchase order in the Buyer's "Securities Account" prior to placing a purchase order.

PAYMENT BY BUYER

The **Buyer** shall pay his **Broker** on or before the settlement day balance amount (if any), including charges of all securities purchased by him during the period of dealing for that settlement. If the **Buyer** defaults for whatever reason, he shall be liable to his **Broker** for all loss or damage sustained or incurred. In addition, to adjust the outstanding amount, the buying **Broker** shall have the absolute discretion, to resell commencing from the market day after the day of settlement.

LIMIT ORDERS

While the Broker will endeavor to purchase or sell the investment within the limits of the prices that may be notified by the account holder, Broker does not guarantee or assure that the transactions will be materialized on such notified limits, but the Broker will always endeavor to obtain the best price.

ORDER CANCELLATION

The Broker is authorized, in its absolute discretion, should the undersigned die or should the Broker 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.

FORGED SHARES

NBL Securities Limited shall not be liable or responsible for any shares that are found to be forged. However, NBL Securities Limited will make every attempt to replace the forged shares from the seller.

CONFIRMATION AND SETTLEMENTS

The Broker shall use its best endeavors to provide the account holder with (a) written confirmation of each transaction it has effected on instructions and (b) contract notes (in such form as determined by the Broker)

surfing forth (i) details of the trade date, value date, settlement date, quantity, price, commission rate and DSE Howla' number equivalent provided also that the account holder does hereby agree and undertake to confirm in writing beforehand of all its/their instructions.

FEES AND EXPENSES

The account holder will pay a brokerage commission of, and any other related expenses as charged that may from time to time be applicable, every transaction concluded through and recognized by the DSE is subject to transaction levies or other fees imposed by the DSE. The account holder understands, acknowledges and accepts that the rate of commission may be changed from time to time at the discretion of NBL Securities Limited.

WITHDRAWAL FROM BO ACCOUNT

Maximum amount of withdrawal at any given time shall be clearly shown in the user's dashboard in the app. The amount is calculated based on the standard withdrawal policy and the user agrees to such policy while operating BO account with this broker. In addition to the withdrawal policy following terms and conditions shall apply.

1. NBLSL will transfer funds electronically from the seller/buyer's trading account to seller/buyer's Bank Account as per information provided by the account holder through the App.
2. It is account holder's sole responsibility to ensure that his Bank Account Information is correct and accurate. NBLSL is not responsible for any payment processing errors or fees incurred if you do not provide accurate account information.
3. Terms and Conditions may be changed without prior notice due to the amendment or relevant regulatory policy by the relevant Regulatory Body such as Bangladesh Securities and Exchange Commission.
4. The withdrawal services will be discontinued if:
The registered account is not active or closed.
The account holder is not the signatory of the registered account.
5. Questions and concerns regarding withdrawal services through the app should be addressed in the complaint box of the app.
6. NBLSL is not responsible for technical errors or difficulties, beyond NBLSL's control, that may arise during the process of withdrawal.

DECLARATION OF COMPLIANCE

All transactions duly concluded through and recognized by the Dhaka & Chittagong Stock Exchange Limited (hereafter DSE & CSE) is governed by the respective rules of DSE & CSE relating to trading and settlement in particular and will be binding on both the parties concerned.

TRADING PATTERN ANALYSIS

The account holder hereby agrees that the Broker has due permission to analyze the trading pattern of the account holder based on trading & transactional data of the BO account of the account holder to provide optimal suggestion in relation to investment potential.

RESEARCH REPORTS GENERAL DISCLAIMER

General research based information showed for all users of the app are excerpts and summarized versions of the research analysis reports done by NBLSL Research Analysis Team. The account holder must subscribe

to the App's premium facility in order to view the actual research reports. The account holder shall be solely liable for relying on such incomplete representation of the reports while making investment related decision.

AGENTS

NBL Securities Limited is authorized to employ other brokers as agents to perform all or part of its duties under these terms and conditions and to provide information regarding the account to such agents. NBL Securities Limited may seek and act on an opinion from any lawyer, accountant or professional adviser or other expert and shall not incur any liability by acting upon such opinion.

DISCLOSURE

The Broker may disclose account holder's information available to the Broker in relation to this agreement, to BSEC, any LEA or any department of the government upon request based on prima facie appearance of a valid and legally enforceable request and the Broker will not be liable in any way to account holder for doing so.

DISCLAIMER OF RISK

The account holder understand(s) that the stock market is a rapidly changing market and that there is an inherent risk in incurring loss in share dealings, which NBL Securities Limited, is not in any way whatsoever liable and/or responsible for the share dealings of the account holder.

FORCE MAJEURE

NBL Securities Limited shall not be liable for any loss, damages, expenses, costs or otherwise resulting directly or indirectly from any Government restriction, exchange ruling, suspension of trading, war, strike/national disaster or any other event or force majeure or circumstances beyond its control.

TERMINATION

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.

NOTICES

- i. All notices, instructions or other communications shall be given in English and in writing (facsimile, telex, telegram, cable or letter) or orally and shall be sent to NBL Securities Limited and the account Holder at the address, fax and/or telex number shown herein or at such other address as may be communicated by the parties here to in writing.
- ii. Proof of delivery or dispatch shall be:
 - in the case of a letter : dispatch of the letter duly stamped and addressed

- in the case of facsimile, telex, telegram, or cable on the day of dispatch with physical or actual confirmation.
- All verbal notices, instructions, or, other communications should be confirmed in writing within 24 hours.

INDEMNIFICATION

In the event of a default, omission or act committed by NBL Securities Limited as a broker/member of the DSE & CSE the account holder shall be indemnified if and only as provided by the Rules and Regulation of the DSE & CSE.

The account holder agrees to defend and indemnify the Broker and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- breach of this Agreement or the documents referenced herein by the account holder or
- violation of any law or the rights of a third party by the account holder or
- Unauthorized use of this Website/Mobile App/WAP by the account holder

DISPUTES RESOLUTION

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.

GOVERNING LAW

All the transactions shall be subject to the Rules and Regulations of the Bangladesh Securities and Exchange Commission/Dhaka Stock Exchange Limited/Chittagong Stock Exchange Limited, CDBL and other prevailing laws and regulations of Bangladesh and in particular the authority hereinafter granted by the client to the BROKER.

AUTHORITY OF THE BROKER

Broker reserves the absolute right for sale/buy/make adjustment/transfer of any Securities at client's risk in order to set off all losses, damages and debit amount/ shares/securities of the "Client Account". Client shall be bound to pay% (in word brokerage commission to Broker for buy and sell and broker can change time to time.....) charges as

Client shall be bound to furnish such other particulars, documents and/or information that may reasonably be required from time to time.

Broker shall have the right to change/modify any terms and conditions when may deem necessary without any notice to the client.

TENURE OF THE AGREEMENT

This agreement shall be remain in force for a period of..... months/years from the date of signing.

I/We have read the terms and conditions contained herein above, and having agreed with such terms and conditions. I/We put my/our/ company seal and signature on this the day of..... 20.....

Being agreed upon to all terms above, the account holder uploads his/her scanned signature in the designated place of the broker’s app, NBL Aspire, with due knowledge and intent to be bound by this agreement, with the broker.

In any case, if the information provided by the account holder/user in executing the agreement including the scanned signature was uploaded/provided by someone pretending or impersonating the actual person, the actual person, must as soon as such impersonation comes to his/her knowledge, inform the broker with reasonable proof of such impersonation.

By uploading the scanned signature and accepting the Terms and Conditions below, the account holder/user also acknowledges and declares his/her compliance with the CDBL BYE LAWS ANNEXURE-E as per following agreement.

Central Depository Bangladesh Limited (CDBL)

Depository Account (BO Account) opened with CDBL Participant

Terms & Conditions - By Laws 7.3.3(c)

Dear Sir,

Please open a Depository account (Bo Account) in my/our names (s) on the terms and conditions set out below. In consideration of NBL Securities Limited (the “CDBL Participant”) Opening the account providing depository account facilities to me/us/we have signed the BO Account Opening form as a token of acceptance of the terms and conditions set out below.

1. I/we agree to be bound by The Depositories Act, 1999, Depositories Regulations, 2000, The Depository (User) Regulations 2003, and abide by the Bye Laws and Operating Instructions issued from time to time by CDBL.
2. CDBL shall allocate a unique identification number to me/us (Account Holder BO ID) for the CDBL Participant to maintain a separate Account for me/us, unless the I/we instructs the CDBL Participant to

keep the securities in an Omnibus Account of the CDBL Participant. The CDBL Participant shall however ensure that my/our securities shall not be mixed with the CDBL Participant's own securities.

3. I/we agree to pay such fees, charges and deposits to the CDBL Participant, as may be mutually agreed upon, for the purpose of opening and maintaining my/our account, for carrying out the instructions and for rendering such other services as are incidental or consequential to my/our holding securities in and transacting through the said depository account with the CDBL Participant.

4. I/we shall be responsible for:

(a) The veracity of all statements and particulars set out in the account opening form, supporting or accompanying documents;

(b) The authenticity and genuineness of all certificates and/or documents submitted to the CDBL Participant along with or in support of the account opening form or subsequently for dematerialization;

(c) Title to the securities submitted to the CDBL Participant from time to time for dematerialization;

(d) Ensuring at all times that the securities to the credit of my/our account are sufficient to meet the instructions issued to the CDBL Participant for effecting any transaction / transfer;

(e) Informing the CDBL Participant at the earliest of any changes in my/our account particulars such as address, bank details, status, authorizations, mandates, nomination, signature, etc.;

(f) Furnishing accurate identification details whilst subscribing to any issue of securities.

5. I/we shall notify the CDBL Participant of any change in the particulars set out in the application form submitted to the CDBL Participant at the time of opening the account or furnished to the CDBL Participant from time to time at the earliest. The CDBL Participant shall not be liable or responsible for any loss that may be caused to me/us by reason of my/our failure to intimate such change to the CDBL Participant at the earliest.

6. Where I/we have executed a BO Account Nomination Form

a) In the event of my/our death, the nominee shall receive/draw the securities held in my/our account

b) In the event, the nominee so authorised remains a minor at the time of my/our death, the legal guardian is authorised to receive/draw the securities held in my/our account.

c) The nominee so authorised, shall be entitled to all my/our account to the exclusion of all other persons i.e., my/our heirs, executors and administrators and all other persons claiming through or under me/us and delivery of securities to the nominee in pursuance of this authority shall be binding on all other persons.

7. I/we may at any time call upon the CDBL Participant to close my/our account with the CDBL Participant provided no instructions remain pending or unexecuted and no fees or charges remain payable by me/us to the CDBL Participant. In such event I/we may close my/our account by executing the Account Closing Form if no balances are standing to my/our credit in the account. In case any balances of securities exist in the account the account may be closed by me/us in one of the following ways:

(a) By rematerialization of all existing balances in my/our account;

(b) By transfer of all existing balances in my/our account to one or more of my/our other account(s) held with any other CDBL Participant(s);

(c) By rematerialization of a part of the existing balances in my/our account and by transferring the rest to one or more of my /our other account(s) with any other CDBL Participant(s);

8. CDBL Participant covenants that it shall

a) act only on the instructions or mandate of the Account Holder or that of such person(s) as may have been duly authorized by the Account Holder in that behalf .

b) not effect any debit or credit to and from the account of the Account Holder without appropriate instructions from the Account Holder.

c) maintain adequate audit trail of the execution of the instructions of the Account Holder.

d) not honour or act upon any instructions for effecting any debit to the account of the Account Holder in respect of any securities unless:

(i) Such instructions are issued by the Account Holder under his signature or that of his/its constituted attorney duly authorized in that behalf;

(ii) The CDBL Participant is satisfied that the signature of the Account Holder under which instructions are issued matches with the specimen of the Account Holder or his / its constituted attorney available on the records of the CDBL Participant;

(iii) The balance of clear securities available in the Account Holder's account are sufficient to honour the Account Holder's instructions.

e) furnish to the Account Holder a statement of account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each financial year. The CDBL Participant shall furnish such statements at such shorter periods as may be required by the Account Holder on payment of such charges by the Account Holder as may be specified by the CDBL Participant. The Account Holder shall scrutinize every statement of account received from the CDBL Participant for the accuracy and veracity thereof and shall promptly bring to the notice of the CDBL Participant any mistakes, inaccuracies or discrepancies in such statements.

f) promptly attend to all grievances / complaints of the Account Holder and shall resolve all such grievances / complaints as it relate to matters exclusively within the domain of the CDBL Participant within one month of the same being brought to the notice of the CDBL Participant and shall forthwith forward to and follow up with CDBL all other grievances / complaints of the Account Holder on the same being brought to the notice of the CDBL Participant and shall endeavour to resolve the same at the earliest.

9. The CDBL Participant shall be entitled to terminate the account relationship in the event of the Account Holder:

(a) Failing to pay the fees or charges as may be mutually agreed upon within a period of one month from the date of demand made in that behalf;

(b) Submitting for dematerialization any certificates or other documents of title which are forged, fabricated, counterfeit or stolen or have been obtained by forgery or the transfer whereof is restrained

or prohibited by any direction, order or decree of any court or the Securities and Exchange Commission;

(c) Commits or participates in any fraud or other act of moral turpitude in his / its dealings with the CDBL Participant;

(d) Otherwise misconducts himself in any manner.

10. Declaration and Signature I/we hereby acknowledge that I/we have read and understood the aforesaid terms and conditions for operating Depository Account (BO Account) with CDBL Participant and agree to comply with them.