

AUTHORIZATION FORM



Managing Director
Joytun Securities International Ltd.

Extention Main Office : Ittefaq Bhaban (5th Floor) 1, R.K. Mission Road, Dhaka-1203, Mobile : 01746-938218, 01712-612268, Phone : 9512110 9572256 (PABX), Fax : 88-02-7112290, E-mail : dsejisl@yahoo.com
BSEC Registration No. 3.1/DSE.148/2002/62 dt.14.2.02
(A Subsidiary company of S.B. Group)
TREC Holder Of Dhaka Stock Exchange Ltd.
TREC No. 148



Photograph of Authorized person attested by Account Holder

Date : --

Dear Sir,
LETTER OF AUTHORIZATION

I/We
S.o/W.o of
..... hereby authorize Mr./Mrs.
S.o/W.o of

whose specimen signature is given below (hereinafter referred to as the "Account Operator") to exclusively deal, buy, sell, transfer shares, debenture, stocks, bonds & other securities on behalf of me with regard to the "Securities Account" opened & Maintained in my name with JOYTUN SECURITIES INTERNATIONAL LTD. submitted (hereinafter referred to as the "Broker").

I/We hereby authorize & insturct the "Broker" to deal, buy, sell, transfer shares, stocks, debentures, stocks, bonds & other securities on verbal and / or written instructions of the "Account Operator".

I/We also authorize the " Account Operator" to place buy / sell orders, receive confirmation notes, receive & deliver cheques / cash / or shares other securities on my / our behalf with regard to my / Our "Securities Account".

I/We hereby decllare that I/We are fully aware of all consequences of transaction that may be carried out on my/ our behalf be the "Account Operator" & shall take responsibility for all such transaction as that of my / our own, I/we shall full & abide by all rules & regulation described in the "Scurities Account Opening Form" duly completed & singed by me /us, with regard to all transaction carried out by the "Account Operator" without any demur of protest.

I/We hereby undertake and ensure to make good and compensate for any loss or damage incurred or sustained by the "Broker" for any reason what so ever as a result of any transaction carried out by the Account Operator.

Thanking you,
Sincerely yours

- 1.
- 2.
- 3.

(Signature of Authorized Person)

- 1
- 2

(Attested by Account Holder)

Date : --

Witnesses
Signature:.....
Name
Address:.....

Witnesses
Signature:.....
Name
Address:.....



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TREC No. 148

MARGIN TRADING AGREEMENT

THIS AGREEMENT is made this..... Day of, 20..... of the Christian Era.

BETWEEN

JOYTUN SECURITIES INTERNATIONAL LTD. A private limited company incorporated in Bangladesh under the Companies Act, having its main office at Ittefaq Bhaban (5th Floor) 1, R.K. Mission Road, Dhaka-1203, (Hereinafter referred to as the "BROKER" which term shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, legal representatives and assigns) of the
one part:

AND

Date : --

1. Mr./Mrs.
S.O./W.O
of

2. Mr./Mrs.
S.O./W.O
of

(hereinafter referred to as the "CLIENT" which term shall unless excluded by or repugnant to the context be deemed to include his/ her successor (s), legal representatives and assigns) of the other part.

WHEREAS:

- a) The BROKER has been providing stock broking facilities. CDBL service and offering credit facilities to its customer;
- b) The CLIENT has approached BROKER for credit facilities for the purchase of Securities listed with the DHAKA STOCK EXCHANGE LIMITED (DSE) and CHITTAGONG STOCK EXCHANGE LIMITED (CSE) and deposit/ transfer Cash/ Securities in the CLIENT's name in Account No and the "BENEFICIARY OWNER ACCOUNT" hereinafter referred to as "BO Account No with the "CENTRAL DEPOSITORY BANGLADESH LIMITED" hereinafter referred to as "CDBL";
- c) The BROKER has agreed to extend credit facilities to the CLIENT for the aforesaid purpose on the terms and conditions hereinafter stated and both the parties wish to enter into a Margin Trading Agreement (hereinafter referred to as the agreement) for conducting Margin Trading in Bangladesh.

S.o/W.o

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
RULES AND PROCEDURES REGULATING MARGIN TRADING

1. DEFINITIONS

- "BROKER" means Securities Broking and Management Services Ltd. and includes its successors and interest.
- "CLIENT" means applicant named in the application form and includes its successors and interest.
- "BROKERAGE ACCOUNT" shall mean the account opened by the CLIENT with BROKER to deposit/ deliver/sell/ buy securities.
- "APPROVED SECURITIES" shall mean the securities approved by the BROKER to purchase into the BROKERAGE ACCOUNT.
- "PORTFOLIO VALUE" means total market value of all the stocks/Debentures/Bonds held in CLIENT's designated account.
- "MARGIN CALL" shall mean a request to the CLIENT to deposit money or shares to bring the Debit Balance equal to or below 50% of the Portfolio Value within 24 hours.
- "DEBIT BALANCE" shall mean the total value of cash owed by the CLIENT together with any interest, brokerage, CDBL charges and any other charges to the BROKER in the BROKER in the BROKERAGE ACCOUNT for securities transacted into the account.

2. THE CLIENT SHALL OPEN THE FOLLOWING TWO TYPES OF ACCOUNT WITH BROKER.

a) BROKERAGE ACCOUNT

The CLIENT shall open a Securities Account with BROKER to transact shares through it in his/her/its name.

B) BENEFICIARY OWNER (BO) ACCOUNT

- i) The CLIENT shall open a separate BO Account through CDBL in his/her/its own name
- ii) The CLIENT shall abide by the rules and regulations of the DSE & CSE, CDBL and BSEC.

3. METHODOLOGY

- i) The CLIENT would be required to submit an application to the Broker / dealer for the Margin Trade Facility.
- ii) The CLIENT (Incase of Company / Trust) shall be allowed to commence margin Trading only when it has submitted to the BROKER copies of the relevant documents (i.e. certified copy of Trust Deed or Certificate of Incorporation along with Memorandum and Articles of Association) and a resolution which authorizes that specific entity and its representatives on behalf of the client to conduct Merging Trading.
- iii) The facility granted under this account shall be a short term facility and shall be valid at the sole discretion of the Broker and repayable on demand of the Broker.
- iv) The CLIENT contribution of share or Cash or both will be deposited to the Brokerage Account? BO Account. the value of shares shall be calculated of a daily basis as per day's closing price of DSE/ CSE.

Date : --

- v) The Broker will have absolute discretion to accept or decline any security against which credit facility is granted and shall reserve the right to make changes to their list of "Approved securities" at any given moment.
- vi) Only "approved securities" may be used as collateral for margin Trading. A list of the "Approved Securities", to be update from time to time will be available with BROKER.
- vii) When a previously approved securities is later disqualified for inclusion, it will be excluded from all subsequent margin calculation.
- viii) In the case of BROKER omitting particular Securities/securities from the list of "approved securities" the CLIENT shall accordingly adjust the "Portfolio value" or the "Debit balance" within five market days, Provided that in the event of suspension of any Securities by the SEC, DSE, or CSE, BROKER will be excluded from the calculation of the portfolio value at any time.
- ix) The CLIENT may, using the credit facility, purchase approved securities through BROKER into the "Brokerage Account" to a maximum value of 50% of the Portfolio value or Tk. 2,500,000 which ever is lower. The CLIENT shall at all times be responsible to maintain strictly the maximum limit of the "Debit Balance" at any given time if Debit balance goes above 55% of the portfolio value due to Flucatuation in the market or any other event, BROKER will issue a "Margin Call" to the CLIENT, Margin call may be either in writing to via telephone call.
- x) if the CLIENT doesn't respond to Margin Call, BROKER will than Sell out Whatever shares as it appears fit to regularize the "Debit Balance: to 50% of the "portfolio value" (+5% deviation is accepted in case of adjustment) and the broker/ dealer may act upon as the Attorney of the CLIENT in accordance with the terms thereof and in terms of the margin rules.
- xi) If the "Debit balance" reaches to 66% of the portfolio value due to a sudden fall in the market or for any other event, BROKER will sellout shares of any company whatsoever as it things fit to make the Debit Balance 50% of the portfolio value without any margin call or notice whatsoever. Any residual shares will remain in the account and will be available to CLIENT.
- xii) If the CLIENT exceeds the value of the "Debit Balance" above the stipulated limit and/or violates any other terms and conditions rules/requirements as laid down by the BROKER or any regulatory authority from time to time the BROKER shall have absolute discretion at the CLIENT risk to sell/buy any or all shares or securities of any Company whatsoever in the CLINET "Brokerage Account:" without any consent of any form from the CLIENT in order to adjust the Debit Balance of the "Brokerage Account" In the event the Portfolio value of the "Brokerage Account" becomes inadequate to regularize the "Debit Balance", The CLIENT shall be under obligation to make cash payment to settle any shortfall.
- xiii) The CLIENT shall pay brokerage commission for all transactions i.e. buy and sell in the "Brodeage Account" the CLIENT shall also pay brokerage commission for all transactions carried out in order to reglarize the "Brokerage Account" Rate of brokerage will be fixed by the BROKER and can be changed from time to time.
- xiv) Broker shall have the authority to give notice to the CLIENT to adjust the debit balance in Brokerage Account within 20 (Twenty) trading days for whatever reason with the right to divulge the reason to the CLIENT. If the CLIENT doesn's respond to such notice BROKER shall than have absolute discretion at the CLIENT risk to sell /buy and or all shares of securities of any Company Whatsoever in the CLIENT " Brokerage Account" without any consent of any form from the CLIENT in order to adjust the Debit Balance to the Brokerage Account.
- xv) Broker will charge CLIENT Account for any debit amount, calculated on a daily basis to be accounted for at the end of the calender month. Broker shall advice the interest rate to the CLIENT from time to time. Broker reserves the right to increase/decrease the interest rate by giving 7(Seven) trading days notice to the CLIENT.
- xvi) The Brokerage Account will be fully operated (All Buy/Sell decisions) by the CLIENT at all times other than in the instance of Brokerage regularizing the account as are explained in x., xii, xiii, xiv, xv of clause 3 hereof.
- xvii) Trading will take place in the same way as the normal accounts i.e. either by giving written order, by facsimile message or e-mail.
- xviii) Interest on the margin trading Facility is repayable on or before the end of every calender month by way of depositing cash or adjustment in the Brokerage account.
- xix) Broker shall have the right to change, rectify, include any terms and conditions in addition to the above at any time with 7 (Seven) trading days notice to the CLIENT.

SECURITIES

The shares or cash brought by the CLIENT together with shares purchased by using debit balance will be considered as collateral for the Margin Trading facility. Broker may assign such collateral with any financial instrtution including bank.

However, the shares brought by the CLIENT to cover Margin Requirement Should meet following criteria:

- a) The shares should be acceptable to the Broker.
- b) The shares should be tradable in the DSE & CSE.
- c) The shares should possess reasonable liquidity. Broker may also take additional securities as collateral from the CLIENT dependant on the tradable demand of the shares offered by the CLIENT.

THE CLIENT hereby irrevocably authorizes the Broker:

- a) to deal with all the CLIENT's securities deposited in the B.O account with "Central Depository System" (CDS) & Brokerage Account from time to time independently at its sole discretion as long as the CLIENT's liabilities in the repayment of all such facilities remain outstanding.
- b) to purchase and sell any such securities of the CLIENT deposited with "(CDS" and to deal or negotiate with other institution, engaged in the purchase or sale of any securities on the CLIENT's behalf and to deal with any other matters relating to the "Brokerage/BO Account" with or without CLIENT's instruction and the CLIENT hereby agrees that he/it shall at all times ratify and endorse such acts of the Broker. The BROKER shall bot be liable for any loss couosed to the CLIENT directly or indirectly resulting from any such act of commission or omission.
- c) to debit the "Brokerage Account" for any sums or sum of money being purchased price of margin able securities, broker's commissions, payment for rights and benefity in respect of marginal securities, transaction fee, interest, CDBL charges or for any payment whatsoever.

Please bring along the following:

For Single and Joint Applicant Account:

- 1. Three (3) copies of passport size pictures duly signed at back.
- 2. Photocopy of ID (either National ID or passport) attested with same signature/Bank Certificate.

For Nominee and power of attorney (POA) :

- 1. Two (2) copies of passport size pictures and duly signed at back
- 2. Photocopy of ID (either National ID or passport) attested with same signature.

For NRB Applicant Account:

- 1. Three (3) copies of passport size pictures duly signed at back.
- Foreign Currency Account.
- Normal Bank Account.
- Photocopy of valid passport and visa
- Job Certificate/Salary statement
- Two (2) copies of passport size pictures of Nominee duly attested by Account Holder
- 2. Photocopy of ID (either National ID or passport) attested with same signature/Bank Certificate.
- Photograph and National ID should be attested by first class officer/CEO of the Broker House.

For Company Applicant Account:

- 1. Three (3) copies of passport size pictures duly signed at back.
- 2. Photocopy of ID (either National ID or passport) attested with same signature/Bank Certificate.
- 3. Tax Certificate
- 4. Tin Certificate
- 5. POA
- 6. Nominee
- 7. Board Regulation
- 8. Company (Letter Pad Forwarding)