

4. Photograph of Power of Attorney Holder

Please paste recent passport size photograph

(POA Holder)

5. DECLARATION

The rules and regulations of the Depository and CDBL participant pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/We agree to abide by and to be bound by the rules as are in force from time to time for such accounts. I/We also declare that the particulars given by me/us are true to the best of my/our knowledge as on the date of making such application. I/We further agree that any false/misleading information given by me/us or suppression of any material fact will render my/our account liable for termination and further action.

Applicants	Name of applicants / Authorized signatories in case of ltd. co.	Signature with date
POA Holder		
First Applicant		
Second Applicant		
Third Applicant (Ltd. Co. only)		



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

(A Subsidiary company of S.B. Group)
TREC Holder Of Dhaka Stock Exchange Ltd.
TREC No. 148

(TERMS AND CONDITIONS FOR OPENING A BROKERAGE ACCOUNT)

DECLARATION/AGREEMENT

I/We the undersigned whose information is given in the Brokerage application Form hereby request to be registered as client of JOYTUN SECURITIES INTERNATIONAL LTD. (JSIL) and intend 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 JOYTUN SECURITIES INTERNATIONAL LTD. (JSIL).

TERMS AND CONDITIONS

Instruction: A written instruction shall be given to JSIL from time to time to purchase and/ or sell investment (which shall mean and include stocks, shares, 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 investments, JSIL shall, so far as JSIL considers it reasonably practicable, purchase and/ or sell investments in accordance with those instruction provided always that: (1) any such dealings to do not contravene any applicable laws or regulations; (11) JSIL shall have an absolute right to accept or reject purchase/ sell instructions (111) account holder's instruction shall include the following details:

- The name of the investment.
- Quantity
- Price with notification of limits 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 (See Note).
- The order should specify completion formats of:
- All or partial fill with minimum trade value or number of shares.
- Mode of execution i.e. DVP (Delivery Versus Payment)/NON DVP (Non Delivery Versus Payment).

(Note: The number of shares constituting a market lot may change. Sellers nuts include the exact format of their holdings. This has a direct impact on market pricing given the predominantly retail nature of the market. Trades may fail where non-agreed lot sizes are delivered.)

Joint Accounts: If this is a joint account, unless the account holders notify JSIL otherwise and provide such documentation as JSIL may require, the brokerage account (s) shall be held by the account holder jointly with rights or survivorship (Payable to either or the survivor). Under these terms and conditions each joint account holder irrevocably appoints the other as attorney in fact to take all action on his or her behalf and to represent him or her in all respects in connection with this agreement. JSIL shall be fully protected in acting but shall be required to act upon the instruction of either of the account holder, who shall be liable, jointly or severally, for any amounts due to JSIL pursuant to this agreement, whether incurred by either or both of the account holders.

Jumbo and Market Lots: When an account holder wishes to sell stock, he/she must inform JSIL as to the format of the lot being sold, for example 5000 shares in 10's and 2000 in 5's (Jumbo lots are difficult to split with the company and so face a considerable discount to market price). 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.

Limit orders: While JSIL will endeavor to purchase or sell the Investment within the limits of prices that may be notified by the account holder: JSIL does not guarantee or assure that the transactions will be materialized with on such notified limits. JSIL will always endeavor to obtain the best price.

Associates Companies: JSIL may purchase and/ or sell Investment on behalf of the account holder by placing order with itself and other companies whether acting as underwriter(s), investment manager(s), merchant or commercial bank (s), registered or licensed deposit-taker (s), broker(s), dealer(s) or otherwise, or with any other broker(s) and dealer(s) as JSIL in its sole discretion may decide.

Stock Exchange Rules: All transactions duly concluded through and recognized by the Stock Exchange are governed by the respective rules of DSE/CSE relating to trading and settlement in particular and will be binding on both the parties concerned.

Payment and Disclosure: JSIL shall not be obliged to make any payment on behalf of the account holders, JSIL may disclose information regarding the account holder or his /her dealings in relation to this agreement to any department of the government or public body upon request, whether or not such request is in fact legally enforceable, and JSIL will not be liable in any way to account holder for so doing.

Indemnity: In the event of a default, omission or act committed by JSIL as a broker / member of the DSE/ CSE, the account holder shall be indemnified if and only as provided by the Rules and Regulations of the DSE / CSE.

Confirmation and settlements: JSIL shall use its best endeavors to provide the account holder with (a) written confirmation of each transaction it has effected in instruction: and (b) contract notes (in such form as JSIL shall determine) setting forth (1) details of the trade date, value date, settlement date, quantity, price, commission rate and DSE/CSE "Howla" number or DSE/CSE equivalent provided also that the account holder does hereby agree and undertake to confirm in writing beforehand of all our instructions.

Fees and expenses: The account holder will pay a brokerage commission of and any other related expenses and charges that may from time to time be applicable. Every transaction concluded through and recognized by the DSE/CSE, is subject to transaction levies or other fees imposed by the DSE/CSE. The account holder understands that the rate of commission may be changed from time to time.

Set-off: JSIL shall be entitled to, in respect of all commission, costs, charge or expense, set off from any monies from time to time held by JSIL for the account holder and if such monies are insufficient for the purpose, to sell any Investment held by JSIL or any of its agents on behalf of the account holder.

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

Termination: This agreement will stand terminated:

(i) Upon the expiry of the period of this agreement unless renewed upon mutual agreement between JSIL and the account Holder.

(ii) Before the expiry of the period of this agreement, if either JSIL or the Account Holder gives month's notice, Termination shall not absolve the parties from completing accounts and adjusting any outstanding dues.

(iii) If the account holder fails to make payment for any transaction upon due notice for a period of days.

Assignment: The benefits/rights and burdens/ obligations of this agreement are capable of assignment by both the account holder and JSIL without the consent of the other but the notice of assignment must be given to the other in writing. [Legally-rights are assignable and obligations are transferred]

Force Majeur: JSIL 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 the event or force majeure or circumstances beyond its control,

Forged Shares: JSIL shall not be liable or responsible for any shares that are found to be forged, However, JSIL will make every attempt to obtain valid shares with the seller.

Law: the terms and conditions contained herein shall be governed by, and be construed in accordance with the law of Bangladesh.

Notices: (a) All notices, instructions or other communications shall be given in English and in writing (facsimile, cable or letter), or orally and shall be sent to JSIL and the account holder at the address, fax and/ or phone mail number shown herein or at such other address as may be communicated by the parties here to in writing.

(b) Proof of delivery or dispatch shall be:

(i) in the case of a letter: dispatch of the letter duly stamped and addressed.

(ii) in the case of facsimile, telex, telegram, or cable on the day of dispatch with mechanical confirmation

(c) All oral notices, instructions, or other communications should be confirmed in writing within 24 hours.

Definitions: Words defined herein, save where a contrary meaning appears or such meaning is inconsistent with the context, shall have this same defined meaning wherever used.

Sums Due: For all purposes, including any legal proceedings, a certificate by any of JSIL officers confirming the monies and/ or liabilities for the time being due and / or incurred to by the account holder shall constitute conclusive evidence thereof against him/her

Disputes and Resolution of Dispute: In case of any dispute arising between the JSIL and the account holder in connection with interpretation or enforcement of the terms and conditions contained herein attempts should be made to settle the matter amicably, in case of failure to settle the matter amicably, the same shall be referred to arbitration of two arbitrators, each to be nominated by the parties who shall also appoint an umpire. The decision of the arbitrators, so nominated, shall be binding on the parties. The decision of the arbitrators, so nominated, shall be binding on the parties. The arbitration shall be conducted in accordance with the Arbitration Act, 2001.

Other Terms: (a) The JSIL shall have the right to change, rectify and/ or include any terms and conditions in addition to the above at any time with due notice to the Client. (b) The JSIL shall be fully authorized to modify or vary the terms and conditions contained herein for compliance with any prevailing or change of relevant laws relating to matters herein. (c) This Agreement is or shall be in compliance with the Securities and Exchange Commission (BSEC) Laws and such rules, regulations, notice or circulars issued by the Securities and Exchange Commission from time to time. (d) Any call made for trading purpose may be recorded for future reference to settle any dispute arising between JSIL & the account holder. I/We have read the terms & conditions contained herein above & having agreed with such terms & conditions I/we put my / our / company seal & signature on this

the day of, 20.....

Signature of Account Holder

Signature of Joint Account Holder

Signature of (Ltd. Co. only)

Witnessed By :	Witnessed By :
Signature	Signature
Name	Name
Address	Address