

Branch Name Date

The Manager
Habib Bank Ltd. Customer No.

Branch Account No.

Dear Sir/Madam

I/we hereby request you to open an account in your bank on the name mentioned hereunder and agree to comply with and abide by the bank's rules in force for the conduct of the account and any amendments thereto:

Title of Account

Type of Account (Please ✓) Savings Current STD Convertible FDR

FCY RFCD NFCD Others

Currency (Please ✓) BDT USD GBP EURO Others

Operational Instructions Singly Jointly Any one can operate Either or survivor Others

Account with Other Bank(s)

Bank Name	Branch Name	Type of Account (Please ✓)
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Introducer's Information

Name

Address

Account Number Branch Name

(Introducer's signature with date)

Initial Deposit BDT FCY

Information Regarding Fixed Deposit/SNTD Account

Amount (BDT) In words

Rate of Interest Date of Issue Period Date of Maturity

Pay in Mode Transfer from SB/CD/STD Account PO/DD

Bank Name Branch

Renewal Instruction (Please put ✓) No Auto Renewal Renew Principal * Renew Principal and Interest*

* Auto Renewal at prevailing Bank's rate at the time of renew

Pay out Mode (Please ✓) Principal By PO/PS Transferring Account Number

Interest By PO/PS Transferring Account Number

Special SchemeName of Scheme Amount (BDT) In Words Rate of Interest Date of Issue Period Date of Maturity Number of Installment (Per year) Installment Amount (Per installment) Last Date of Installment Pay in Mode Transfer from SB/CD/STD Account Cheque/PO/DDBank Name Branch Renewal Instruction (Please put) No Auto Renewal Renew Principal* Renew Principal and Interest*

* Auto Renewal at prevailing Bank's rate at the time of renew

Payout Mode (Please put) Principal By PO/PS Transferring Account Number Interest By PO/PS Transferring Account Number **Nominee (Vide Section 103 of Bank Companies Act 1991)**

A. I/we do hereby nominate the following person(s) to withdraw the entire money in the above account in the event of my/our death or physical incapability to sign.

Name of Nominee Date of Birth Father's Name Mother's Name Name of Spouse Present Address Permanent Address Profession Relation with account holder Voter ID (if any) Expiry Date Photograph of
Nominee
duly attested
by accountholderB. In the event, the Nominee who is so authorized above remains a minor at the time of my/our death, Mr./Ms. is authorized to receive/draw the amount held in my/our account.

Note : If any non resident person appointed as nominee and if the non resident person becomes the owner of balance, then money will be sent to abroad as per existing Foreign exchange Act.

If the accountholder is Minor

I, as the legal guardian of the accountholder/s declare and confirm that the account holder/s is/are minor. All information regarding this are provided. I will operate the account as the legal guardian unless & until, the minor/s become/becomes major and I, myself declare.

Name of Account Holder (Minor) Name of Legal Guardian Relation with Minor ATM Card (Please) Yes NoBank Statement Requirement (Please) Monthly Quarterly Half Yearly Annually

Source of Fund/Income

I/we declare that the above information provided by me/us are completely true.

[Signature Box]

Signature of the Applicant

[Signature Box]

Signature of the Applicant

[Signature Box]

Signature of the Applicant

For Bank Use

Analysis Code SBS - 1 Code

SBS - 2 Code

Account Officer/RM

Customer No.

Deposit Type Code (As per SBS - 2)

Risk Weight: (As per KYC profile)

[Signature Box]

Officer

[Signature Box]

Manager

Transaction Profile of the Account

Type of Transaction	No. of Transactions (Monthly)	Maximum Size (Per Transaction)	Total Value
Cash Deposit			
Cash Withdrawal			
Inter - City Cash Deposit			
Inter - City Cash Withdrawal			
Cheque Deposit			
Cheque Payment			
Outward Remittance			
Inward Remittance			
DD/TT/PO			
FCY/Traveller's Cheques			
FCY Cheque Collections			
Loan Facilities			
Investment Transactions			
Other (Specify)			
Total Annual Turnover			

Review of the Transaction Profile

Review Date

Reviewed By

Comments

Signature of the Reviewer

Manager

Terms and Conditions

Dear Sir,

Please open and/or continue a savings/Current/Access/Call/Fixed deposit or any other account(s) in my/our name(s) on the terms and conditions set out below. In consideration of Habib Bank Ltd. (the "bank") opening and/or continuing any such accounts and providing banking facilities to me/us, I/we agree to be bound by the terms and conditions set out below. These terms and conditions shall apply to each and every account of whatever nature here after opened or continued in the same name(s) by the bank or its successors or assigns.

Terms and Conditions

Where the account is opened by more than one person "I", "me" or "my" shall read as "we", "our". The terms and conditions shall bind each one individually or any one or more or all of them collectively and all agreements, obligations and liabilities of the joint customers are joint and several.

1. Bank Accounts

- a) I authorise the bank to act on signed instructions or documents drawn or accepted in accordance with the signing instructions given until such time as I shall give the bank written notice to the contrary.
 - i. for making payments of cheques, bills of exchange, promissory notes, standing orders, direct debits, issue of drafts, mail and telegraphic transfers purchases and sales of securities and foreign currency and any other Instruction by debiting such account(s) whatever in credit or otherwise; and
 - ii. to accept any other instruction regarding such account(s) including instruction for the closure of such account(s)
- b) I understand that any funds received by the bank on my behalf are to be credited to the relevant account(s) unless the bank receives written instructions from me to the contrary.
- c) I understand that the bank acts only as my collection agent and assume on responsibility for the realisation of any items deposited with the bank for collection. Proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the bank. The bank reserves the right to debit any account that may have been exceptionally credited with an item subsequently unpaid on collection. The bank may refuse to accept for the collection cheques drawn in favour of third parties or if the payee's name is not identical to my name on the Bank's record. The bank will not accept for credit to the account any cheque or draft in favour of a third party crossed or denoted "A/C Payee" (or any words of similar effect). Any cancellation of any crossing or denoting as above shall be null and void.
- d) The bank may also in its absolute discretion issue me with a cheque book. If a cheque book is issued, I undertake to be responsible for its safe custody at all times and I will immediately notify the bank if this or any of the cheques contained there in, is lost or stolen. I understand that the bank may in its absolute discretion, accept from me any stop cheque instructions (either orally or in writing) in cases where I have lost the relevant cheque or, in other circumstances in which it shall be allowed by law and agreed by the bank. Should the bank accept any such instruction from me or from some other person purporting to be me, I hereby undertake to indemnify the Bank against any loss, damage, cost (including any legal cost) or demand incurred by it as a result of, or in connection therewith.
- e) I will be liable for any overdraft or other facilities arising in connection with any of the above account(s) and I hereby authorise the bank to debit any such account(s) with all or any interest (including compound interest), commission and other banking charges, costs and expenses (including any legal costs) incurred in connection by the bank from time to time in its absolute discretion will also one of the bank any such amounts, in the manner and, at such times, as may be required by the bank in its absolute discretion.
- f) Any and all amounts credited to the above account(s) while any overdraft or any other banking facilities in connection therewith is current shall firstly be applied by the bank to reduce any interest (including compound interest) payable until the interest is paid in full. Then and only then shall any such amount so credited be applied to reduce the principal amount or any such overdraft or any other banking facilities.
- g) The bank shall always be entitled without notice to me to levy or impose all customary banking and other charges and expenses in respect of any of the above account(s) or in respect of any other banking facilities provided to me by the bank and to debit the relevant account(s) in accordance with the bank's normal banking procedures. Such charges are not refundable upon termination of any or all of my account(s).
- h) I authorise the bank to accept for safekeeping, collection or for any other purpose, any securities or other assets deposited with it in connection with any of the above account(s) or in connection with any other banking facilities provided to me by the bank.

received from me and to release or deliver or give up any of these against my written instruments.

- i) These deposits and their payments are governed by the laws in effect from time to time in Bangladesh and are payable only at the branch of Habib Bank Limited where the deposits were made
- j) I understand that any deposits or withdrawals in respect of any of the above accounts may be made at any of the bank's branches in Bangladesh subject to the production of evidence of identity satisfactory to the bank and, to payment of any customary charges that may be levied by the bank from time to time, for this.
- k) The rate of any interest payable on any account may be displayed by the bank at its various branches in Bangladesh and further, I accept that this may be subject to change without notice to me interest on any account will accrue in arrears from day to day in or, as otherwise determined by the Bank (in its absolute discretion), and be credited by the bank to the relevant account(s).
- l) The bank may, at its sole discretion, allow pre-mature withdrawal of fixed deposits. I accept that all such pre-mature withdrawals will be subject to levy or penalties and charges, as the bank may determine and that these may be subject to change without notice to me.
- m) I appreciate that there can be risks associated with any account(s) denominated in foreign currency, convertible accounts and foreign currency investments. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses however arising (including without limitation, those arising from any international or domestic legal or regulatory restrictions) in respect of any such account(s). Withdrawals or dealings on any such account(s) are also subject to the relevant currency being available at the bank's relevant branch. Conversion from one currency to another shall be at the rate of exchange as determined by the bank (in its absolute discretion) from time to time.
- n) I understand that the bank will send or deliver to me a statement of account(s) at least half yearly (save in respect of any account that has, in the sole opinion of the bank been inactive for a period of one year or more, such statement of accounts will be sent or delivered by the bank annually) or in each case at such other intervals as may be agreed between the bank and me, from time to time and I agree that I am solely responsible for promptly examining all entries thereon and that I must give the bank written notice (Notwithstanding the provisions of paragraph 4) within 14 days of the date of the relevant statement of any discrepancy that I believe exists between any such statement in my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.
- o) I authorise the bank to respond, if it shall so choose, to any and all enquiries received from any other bankers concerning the above accounts without reference to me. For the avoidance of doubt any such response may include a bank reference.
- p) I understand that I may close any of the above accounts by giving prior written notice to the bank. The bank may, however, either, at its own instance or, at the instance of any court of administrative order, or otherwise close, freeze or suspend dealings on any of the above accounts without prior notice to me or, without being liable for and breach of any duty it may owe to me.
- q) In relation to any dealings in respect to any of the above accounts, the bank shall not be liable for any loss resulting from my death, incapacity or bankruptcy (or any other analogous event of proceeding) unless and until the bank has received written notice of any such event together with such documentary evidence as the bank may require. Further, the bank shall not be liable to me for any loss, damage or delay attributable in whole or part to the action of any government or government agency or any other event outside the bank's control (including without limitation, strikes, industrial action, equipment failure or interruption of power supplies) provided that the bank shall in each case endeavor to give notice generally to its customers or any anticipated delays due to any of the above events by notice in its branches or otherwise.
- r) In respect of accounts opened in the name of minors (whether or not jointly with an individual who is not a minor), the bank shall be entitled to act on the instructions received from the guardian named on the account opening form, irrespective of whether the minor account holder continues to be a minor or not, unless the bank, receives written notice to the contrary from an appropriate authority (including, but not limited to, termination of service) or any other loss, damage, claims or proceedings that may arise as a result of the payment of such bills by this method. In particular (but not by way of limitation of paragraph 12 below or otherwise) the bank shall have no liability arising from miss use of the card, malfunctioning of the ATM or otherwise) what-so-ever and whether similar to the foregoing or not.

2. Banking Instructions by Telex/Facsimile

- a) Unless instructed by me in writing to the contrary (notwithstanding the provisions of paragraph 4) the bank is authorised, but not obliged, to act on my banking instructions (including any instructions required by or, given by me in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary) transmitted through a telex or facsimile machine.
- b) I shall release the bank from and indemnify and hold the bank harmless from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequences of or in any way related to:
 - i. The bank having acted in good faith in accordance with my written telephone, facsimiles or telex instruction(s), notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the line of communication of transmission; and
 - ii. The bank having refrained from acting in accordance with my written telephone, facsimile or telex instructions(s) by reason of failure of actual transmission thereof to the bank or receipt by the bank for whatever reason, whether connected with fault, failure of unread ness of the sending or receiving machine; or
 - iii. My failure to forward all original copies of facsimile instruction(s) to the bank within such period as the Bank may specify.

3. Joint Accounts

- a) Each of us (if more than one) hereby authorise and empowers each other to endorse for deposit and to deposit with the bank any and all cheques, notes or other instruments for the payment of money, payable to or purporting to belong to anyone or all of us and if any such instruments be received by the bank without having been so endorsed then the bank is hereby authorised to endorse any such instrument on behalf of us and to credit the same to the account.
- b) An overdraft or other obligations incurred on the account or otherwise shall be the joint and several liability of each and every joint account holder.
- c) In the event of the death or legal disability of any of the individuals constituting the account holder, the other individual(s) shall immediately (but in any event not later than ten (10) days after such death or disability) and before effecting any transactions in the account, notify the bank of such death or legal disability.
- d) Each of us authorise the bank to hold, on the death of either of us, any credit balance on any account in our joint name and any securities, deeds, bosses and parcels and their contents and property of any description held in our joint names, to the order of the survivor (if any). Each of us hereby agree that the instructions given by us in the mandate are to remain in force until written revocations thereof by us or either of us.
- e) In the event that there is no survivor and nomination is made, the terms and conditions stated in paragraph 4 on "nominee" shall apply.
- f) In the event that there is no survivor or nominee, that account will then be frozen until the legal successor to the deceased or disabled individual is appointed/determined by the relevant court or department.

4. Nominee

- a) In the event of my/our death, the nominee shall receive / draw the amount of deposits held by the bank 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 amount of the deposits held by the bank in my/our account.
- c) The nominee so authorised, shall be entitled to all my/our accounts to the exclusion of all other persons i.e. my/our heirs, executors and administrations and all other
- d) persons claiming through or under me/us and payment made by the bank to the nominee in pursuance of this authority shall be binding on all other persons.

5. Banking Facilities

The facility shall be available for utilisation by me from the date of the bank's acceptance of this application until such time as the bank shall demand repayment. The bank, however, reserves the right to review the facility on any date as it may notify me. In the case where the facility is a loan (as indicated in the application form), pending such demand for repayment by the bank, any such facility shall be repayable by the customer (without setoff or deduction) in the amount and at the times set out in this application form provided that in the case of any amount due on a day other than a business day, such amount shall be due on the immediately preceding business day. If any deduction or withholding shall be required by law, the relevant payments will be increased by me to ensure that after making the relevant deduction or withholding, the bank receives the net amount it would have received but for such deduction or withholding.

Interest on the facility shall accrue on the basis of 360 day year basis on the daily outstanding balance of my account debited by the bank in respect of my utilisation of the facility at the bank's prevailing lending rates. I accept that such lending rates are subject to fluctuation without prior notice. Interest (including any interest for late payment) shall be charged to my account on the last business day of every quarter end i.e. March, June, September & December. If fail to pay the bank any amounts due in respect of the facility on the due date, then I shall pay the bank interest for late payment, at the rate of the bank's then prevailing rates applicable for unassigned overdrafts, on all sums due.

All payments required to be made in respect of the facility shall be made by debit any of my accounts with all amounts owing in respect of the facility including interest (including any for late payment), charges and expenses (together the "Indebtedness") at such times as the same shall provided that I shall remain liable and agree to make payment in full of all such sums to the bank to the extent that the aggregate amount available in such accounts is insufficient on any day in which such amount is due and payable. The bank is authorised (in its absolute discretion) to open and maintain for the purposes of the facility in addition to any loan/overdraft account(s), such further account(s) for the purpose of administering and recording payments by me and to combine and consolidate the balance shown on the further account(s) with that shown on any loan/overdraft account. The combined balance so produced shall truly represent and be a binding statement of my liability (in respect of the facility) to the bank from time to time for all purposes.

If at any time, any provision here of becomes illegal, invalid or unenforceable in any respect, neither the legality, validity nor the enforceability of the remaining provisions shall be effected or impaired hereby.

6. Set-off and consolidation Rights

The bank may at any time and from time to time without notice combine all or any of accounts and liabilities with it in Bangladesh or elsewhere, whether singly or jointly with any other person or set off all or any monies standing to the credit of such accounts including any deposits with the bank (whether matured or not) towards satisfaction of any of my liabilities to the bank in Bangladesh or elsewhere, whether as principal or security, actual or contingent, primary or collateral, singly or jointly, any other person and the bank may effect any necessary currency conversion, at the bank's own rate to exchange than prevailing.

7. Indemnity

I also agree to full indemnify the bank against all costs and expenses (including legal fees) arising in any way in connection with the above account these terms and conditions or in enforcing these terms and conditions and in recovering of any amount due to the bank or incurred by the bank in any legal proceedings of whatever nature.

8. Waiver

No forbearance, negligence or waiver by the bank in the enforcement of any of then terms and conditions shall prejudice the bank's right thereafter to strictly enforce the same. No waiver by the bank shall be effective unless it is in writing.

9. Variations

The bank may amend these terms and conditions at any time not less than fourteen (14) days notice to me specifying the effective date of amendment. If I use any banking facility after the effective date of the amendment. I shall be deemed to have received notice of the amendment and to have decided continue to use the banking facilities upon the revised terms and conditions. I further acknowledge that in the event of any changes being communicated to me, the bank is not obliged to obtain my signature for receipt of such communication.

10. Notices

Save as otherwise provided in these terms and conditions, any demand of communication made by the bank under these terms and conditions shall be in writing and made at the address given by me (or such other address as I shall notify the bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.

11. Governing law

These terms and conditions shall be governed by and construed in accordance with, the laws of Bangladesh and I hereby irrevocably submit to the non-exclusive jurisdiction of the courts of law of Bangladesh, such submission shall, however not prejudice the rights of the bank to bring proceedings against me in any other jurisdiction or courts of law elsewhere.

12. Acceptance to Terms and Conditions

I have signed the application form as a token of acceptance of the aforesaid terms and conditions.

Signature of the Applicant

Signature of the Applicant

Signature of the Applicant

Requirements for Opening Account with HBL

1. Account Opening form should be properly filled up by the account holder(s).
2. Account opening form should be properly signed by the account holder(s).
3. Terms and conditions should be accepted and signature required at the end of the account opening form.
4. Initial Deposit & Minimum Balance Requirement:
 - a. Savings Account - Tk. 5,000/=
 - b. Current Account - Tk. 10,000/=
 - c. STD Account - Tk. 10,000/=

Besides the following documents are required

A. Individual Account

1. 2 (Two) copies of recent passport size photographs of the account holder duly attested by the introducer.
2. Photocopy of passport (1st 6 pages and renewal page incase of renewed passport)/driving license/Voter ID/national ID/certificate from ward commissioner/certificate from local chairman/certificate from employer (original documents must be shown while opening the account).
3. 1 (One) photograph of nominee(s).
4. Letter of introduction by guardian incase of minor's a/c.

B. Proprietorship Account

1. Copy of trade license with valid date (original copy must be shown).

- 2. 2 (Two) copies of recent passport size photographs of the proprietor duly attested by the introducer.
- 3. Photocopy of passport (1st 6 pages and renewal page incase of renewed passport)/driving license/voter ID/national ID/certificate from ward commissioner/certificate from local chairman (original documents must be shown while opening the account).
- 4. Photocopy of TIN of the proprietor.
- 5. Photocopy of VAT registration.
- 6. Photocopy of BIN.

C. Partnership Account

- 1. Copy of trade license with valid date (original copy must be shown).
- 2. Attested copy of "Partnership Deed" duly signed by all partners of the firm (original copy must be shown).
- 3. Attested copy of registration certificate with registrar of firms, if registered.
- 4. Partners resolution for opening and operating account in HBL.
- 5. Authority letter, in original, in favor of the person(s) authorized to operate the account of the firm.
- 6. 2 (Two) copies of recent passport size photographs of each partner duly attested by the introducer.
- 7. Photocopy of passport (1st 6 pages and renewal page incase of renewed passport) driving license/voter ID/national ID/certificate from ward commissioner/certificate from local chairman of each partner (original documents must be shown while opening the account).
- 8. Photocopy of TIN.
- 9. Photocopy of VAT registration.
- 10. Photocopy of BIN.

D. Joint Stock Company (Public & Private) Account

- 1. Copy of board resolution for opening and operating account in HBL.
- 2. 2 (Two) copies of recent passport size photographs of each director duly attested by the introducer.
- 3. Photocopy of passport (1st 6 pages and renewal page incase of renewed passport)/driving license/voter ID/national ID each director (original document must be shown while opening the account).
- 4. Copy of trade license with valid date (original copy must be shown).
- 5. Copy of updated list of directors (updated form XII issued by RJSC).
- 6. Photocopy of certificate of incorporation for private and public limited company.
- 7. Copy of certificate of commencement of business.
- 8. Copy of memorandum & articles of association.
- 9. Photocopy of TIN.
- 10. Photocopy of VAT registration.
- 11. Photocopy of BIN.

E. Other Organizational Account

- 1. Copy of board resolution for opening and operating account in HBL.
- 2. 2 (Two) copies of recent passport size photographs of each director duly attested by the introducer.
- 3. Photocopy of passport (1st 6 pages and renewal page incase of renewed passport)/driving license/voter ID/national ID each signatory (original document must be shown while opening the account).
- 4. For club /association registration certificate/By laws/ rules & regulations.
- 5. Resolution of the governing body/executive committee for opening and operating account in HBL.
- 6. Copy of certified copy of power of attorney & attested copy of voter/national ID of agents in case of agents account.