

INTERNATIONAL LEASING SECURITIES LIMITED
(A Subsidiary Company of International Leasing And Financial Services Limited)

Head office : Printers Building (3rd Floor), 5 Rajuk Avenue, Dhaka-1000.
 Tel: 880-2-7174603 (Hunting), Fax: 880-2-7166093, Trade & Phone Banking: 880-2-9560067
 E-mail: securities@ifsl.com, Web: www.ifsl.com
Corporate Member: Dhaka Stock Exchange Limited (09)
 SEC Reg. No. 3.1/DSE-09/2008/291
 Form 1A [SEC Rule 8(1) (ccc)]

CUSTOMER ACCOUNT INFORMATION FORM

Date:

Client Account No. BO ID NO.

Account Type: Cash Margin NRB: Yes No Status: Individual Joint

Name of the Account Holder:

Father's/Husband's Name:

Mother's Name:

Date of Birth:/...../..... Sex: Male Female

Occupation: Nationality:

Mailing Address:

..... Phone:

Fax: E-mail:

Permanent Address:

..... Phone:

Name of the Joint Account Holder:

Father's/Husband's Name:

Mother's Name:

Date of Birth:/...../..... Sex: Male Female

Occupation: Nationality:

Mailing Address:

..... Phone:

Fax: E-mail:

Permanent Address:

..... Phone:

Name & contact detail of the **Authorized Person (If any)** of the Account Holder to deal with INTERNATIONAL LEASING SECURITIES LIMITED

Name of Authorized Person:

Father's /Husband's Name:

Present Address:

..... Phone: Fax: E-mail:

Permanent Address:

..... Phone: Fax: E-mail:

Date of Birth:/...../..... Sex: Male Female Nationality:

Whether the Account Holder or Joint Account Holder is an officer or director of any Stock Exchange/Listed Company? Yes No

If yes , Name & Address of the Stock Exchange/Listed Company:

Name & Address of the person Introducing the Account Holder:

Confirmation / Statement through: By Hand Facsimile SMS E-mail Phone Banking

Date & Signature of Account Holder _____ Date & Signature of Joint Account Holder _____ Date & Signature of Introducer _____

Date & Signature of Authorized Person (if any) _____ Authorized Signatory accepting the Account _____ Date & Signature of COO/Director _____

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(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 INTERNATIONAL LEASING SECURITIES LIMITED (ILSL) 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 INTERNATIONAL LEASING SECURITIES LIMITED (ILSL).

TERMS AND CONDITIONS

Instruction: A written instruction shall be given to ILSL from time to time to purchase and/or sell investments (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, ILSL shall, so far as ILSL considers it reasonably practicable, purchase and/or sell investments in accordance with those instruction provided always that: (I) any such dealings to do not contravene any applicable laws or regulations: (II) ILSL shall have an absolute to accept or reject purchase/sell instructions and (III) 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 must 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 ILSL otherwise and provide such documentation as ILSL may require, the brokerage account (s) shall be held by the account holders 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. ILSL shall be fully protected in acting but shall not 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 ILSL 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 ILSL 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 ILSL will endeavor to purchase or sell the Investment with in the limits of prices that may be notified by the account holder: ILSL does not guarantee or assure that the transactions will be materialized with on such notified limits. ILSL will always endeavor to obtain the best price.

Associates Companies: ILSL 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 ILSL in its sole discretion may decide.

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

Payment and Disclosure: ILSL shall not be obliged to make any payment on behalf of the account holders. ILSL 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 ILSL will not be liable in any way to account holder for so doing.

Cancellation provisions: ILSL is authorized, in its discretion, should the undersigned die or should ILSL for any reason whatsoever deems it necessary for its protection, without notice, to cancel and 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.

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

Confirmation and settlements: ILSL 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 ILSL shall determine) setting forth (I) details of the trade date, value date, settlement date, quantity, price, commission rate and DSE "Howla" number or 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 to 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 that the rate of commission may be changed from time to time.

Set-off: ILSL shall be entitled to, in respect of all commission, costs, charged or expense, set off from any monies from time to time held by ILSL for the account holder and if such monies are insufficient for the purpose, to sell any Investment held by ILSL 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 ILSL and the Account Holder.
- (ii) Before the expiry of the period of this Agreement, if either ILSL or the Account Holder gives months' 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 ofdays.

Assignment : The benefits/rights and burdens /obligations of this agreement are capable of assignment by both the account holder and ILSL 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: ILSL shall not be liable for any loss, damages, expenses, costs or other wise 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.

Forged Shares: ILSL shall not be liable or responsible for any shares that are found to be forged. However, ILSL 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 laws 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 ILSL 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 ILSL officers confirming the monies and/or liabilities for the time being due and /or incurred to by the account holder shall conclusive evidence thereof against him/her

Disputes and Resolution of Dispute: In case of any dispute arising between the ILSL and the account holder in connection with the 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 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 arbitration shall be conducted in accordance with the Arbitration Act, 2001 .

Other Terms: (a) The ILSL shall have the right to change, rectify and/ or include any terms and conditions in additions to the above at any time with due notice to the Client . (b) The ILSL 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 (SEC) 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 ILSL & 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

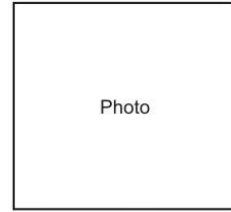
Signature of Joint Account Holder

| | |
|----------------------|----------------------|
| Witnessed By: | Witnessed By: |
| Signature | Signature |
| Name | Name |
| Address | Address |
| | |

AUTHORIZATION FORM

Date:/...../.....

Chief Operating Officer
INTERNATIONAL LEASING SECURITIES LIMITED
DSE Member No: 09
Printers Building (3rd Floor)
5,Rajuk Avenue, Dhaka, Bangladesh.



Photograph of Authorized
person attested by
Account Holder

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 International Leasing Securities Limited submitted (hereinafter referred to as the "Broker").

I/We hereby authorize & instruct the "Broker" to deal, buy, sell, transfer shares, stocks, debentures, debenture stocks, bonds & other securities on verbal &/ 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 declare that I/We are fully aware of all consequences of transaction that may be carried out on my/our behalf by the "Account Operator" & shall take responsibility for all such transaction as that of my/our own. I/we shall fulfill & abide by all rules & regulation described in the "Securities Account Opening Form" duly completed & signed 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.

Thank you

Yours sincerely

1.

2.

Date:

.....
(Signature of Authorized Person)

1.....

2.....

(Attested by Account Holder)

Witnesses:

1. Signature:

2. Signature:

Name:

Name:

Address:

Address:

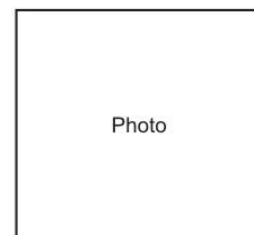
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NOMINEE FORM

Date:/...../.....

Chief Operating Officer
INTERNATIONAL LEASING SECURITIES LIMITED
DSE Member No: 09
Printers Building (3rd Floor)
5,Rajuk Avenue, Dhaka, Bangladesh.



Photograph of Nominee
attested by Account Holder

Account Number:

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

Held with: International Leasing Securities Limited

I/We (Full name) have given my/our authority to

1)..... Relationship Percentage of Benefit

2)..... Relationship Percentage of Benefit

(hereinafter called "the Nominee") of

- (a) That in the event of my/our death or incapability, the Nominee shall receive/draw the amount and shares after adjustment of all liabilities (if any) held by you in my/our account.
- (b) That in the event, the nominee who is authorized, remains a minor at the time of my/our death or incapability is authorized to receive/draw the amount & share held by you in my/our account.
- (c) I/We hereby declare that everything done by you in pursuance of this authority shall be binding upon me/us until receive notice from me/us in writing to the contrary. Furthermore, I/We hereby declare that everything done by you in pursuance of this authority shall be binding on my/our heirs, executors and administrators and all other persons claiming through or under me/us.

Signature of the Account Holder:

Signature:
Name & Address:
.....

Signature of the Joint Account Holder:

Signature:
Name & Address:
.....

Signature of the Nominee1:

Signature:
Name & Address:
.....

Signature of the Nominee 2:

Signature:
Name & Address:
.....

Signature of Guardian (If Nominee1 is a Minor):

Signature:
Name & Address:
.....

Signature of Guardian (If Nominee2 is a Minor):

Signature :
Name & Address:
.....

Signature of the Witness:

Signature:
Name & Address:
.....

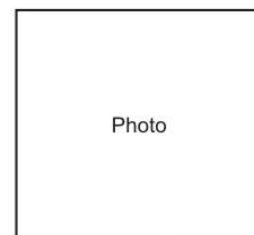
Signature of the Witness:

Signature:
Name & Address:
.....

NOMINEE FORM

Date:/...../.....

Chief Operating Officer
INTERNATIONAL LEASING SECURITIES LIMITED
DSE Member No: 09
Printers Building (3rd Floor)
5,Rajuk Avenue, Dhaka, Bangladesh.



Photograph of Nominee
attested by Account Holder

Account Number:

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

Held with: International Leasing Securities Limited

I/We (Full name) have given my/our authority to

1)..... Relationship Percentage of Benefit

2)..... Relationship Percentage of Benefit

(hereinafter called "the Nominee") of

- (a) That in the event of my/our death or incapability, the Nominee shall receive/draw the amount and shares after adjustment of all liabilities (if any) held by you in my/our account.
- (b) That in the event, the nominee who is authorized, remains a minor at the time of my/our death or incapability is authorized to receive/draw the amount & share held by you in my/our account.
- (c) I/We hereby declare that everything done by you in pursuance of this authority shall be binding upon me/us until receive notice from me/us in writing to the contrary. Furthermore, I/We hereby declare that everything done by you in pursuance of this authority shall be binding on my/our heirs, executors and administrators and all other persons claiming through or under me/us.

Signature of the Account Holder:

Signature:
Name & Address:
.....

Signature of the Joint Account Holder:

Signature:
Name & Address:
.....

Signature of the Nominee 1:

Signature:
Name & Address:
.....

Signature of the Nominee 2:

Signature:
Name & Address:
.....

Signature of Guardian (If Nominee 1 is a Minor):

Signature:
Name & Address:
.....

Signature of Guardian (If Nominee 2 is a Minor):

Signature :
Name & Address:
.....

Signature of the Witness:

Signature:
Name & Address:
.....

Signature of the Witness:

Signature:
Name & Address:
.....

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SEC Reg. No. 3.1/DSE-09/2008/291

MARGIN TRADING AGREEMENT

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

BETWEEN

INTERNATIONAL LEASING SECURITIES LIMITED, a private limited company incorporated in Bangladesh under the Companies Act, having its main office at Printers Building (3rd Floor), 5 Rajuk Avenue, Dhaka - 1000 (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

1. Mr./Mrs. 2. Mr./Mrs.
S.O/W.O S.O/W.O
of 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 services and offering credit facilities to its customers;
- 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/transter 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.

NOW THIS AGREEMENT WITNESSETHAS FOLLOWS:

RULES AND PROCEDURES REGULATING MARGIN TRADING

1. DEFINITIONS

- "BROKER" means International Leasing Securities Limited 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 BROKERAGE ACCOUNT for securities transacted into the account .

2. THE CLIENT SHALL OPEN THE FOLLOWING TWO TYPES OF ACCOUNTS 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 seperate BO Account through CDBL in his/her/its own name
- ii) The CLIENT shall be abide by the rules and regulations of the DSE & CSE, SEC and CDBL.

3. METHODOLOGY

- i) The CLIENT would be required to submit an application to the Broker/dealer for the Margin Trade Facility.
- ii) The CLIENT (In case 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 Margin 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.

- 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 updated 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 calculations.
- viii) In the case of BROKER omitting a 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.
- x) If Debit balance goes above 55% of the portfolio value due to fluctuation in the market or any other event, BROKER will issue a "Margin Call" to the CLIENT. Margin Call may be either in writing or via telephone call.
- xi) 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.
- xii) 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 sell out shares of any company whatsoever as it thinks 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.
- xiii) 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 CLIENT "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.
- xiv) The CLIENT shall pay brokerage commission for all transactions i.e. buy and sell in the "Brokerage Account" . the CLIENT shall also pay brokerage commission for all transactions carried out in order to regularize the "Brokerage Account". Rate of brokerage will be fixed by the BROKER and can be changed from time to time.
- xv) 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 reasons to the CLIENT. If the CLIENT doesn't respond to such notice BROKER shall than have absolute discretion at the CLIENT risk to sell/buy any 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 of the Brokerage Account.
- xvi) Broker will charge CLIENT Account for any debit amount, calculated on a daily basis to be accounted for at the end of the calendar 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.
- xvii) 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 xi, xii, xiii, xiv, xv of clause 3 hereof.
- xviii) 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.
- xix) Interest on the Margin Trading Facility is repayable on or before the end of every calendar month by way of depositing cash or adjustment in the Brokerage account .
- xx) 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.

4. 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 institution 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 depending on the tradable demand of the shares offered by the CLIENT.

5. 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 instructions and the CLIENT hereby agrees that he/it shall at all times ratify and endorse such acts of the Broker. The BROKER shall not be liable for any loss caused 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, brokers' commissions, payments for rights and benefits in respect of marginal securities, transaction fee, interest, CDBL charges or for any payment whatsoever.

- d. to issue pay-orders, Bank drafts or transfer of funds by any means to any person or persons and for many amount in respect of any transaction pertaining to the business averred herein.
- e. to deposit cash, cheque or any other instruments into the "Brokerage Account"
- f. to debit the CLIENT Brokerage account for interest, brokerage, CDBL shares, and other service charges, if any.

6. Indemnity.

The CLIENT shall indemnify the BROKER in Full and keep indemnified, save and harmless against any losses, suits, claims and damages that the BROKER shall or may be caused, sustained, incurred or suffered by any reason in maintaining the CLIENT's accounts and using the Margin Trading Facilities in any manner whatsoever and/or acting on the instructions or requests, advices made or forwarded by way of telephone or Facsimile and electronic messages.

7. Power of Attorney.

The CLIENT hereby gives irrevocable power of attorney to BROKER to operate its/his/her B.O. account and Brokerage account to exercise any of the powers as stated in xi, xii, xiii, xiv, xv, of clause 3 hereof.

8. The BROKER agrees with the CLIENT as follows:

- a) BROKER shall act directly as the agent of the CLIENT in respect of all dealings of margin approved securities and the CLIENT shall remain principally liable for all dealings, negotiations and transactions entered into by the BROKER on behalf of the CLIENT.
- b) Both the BROKER and CLIENT shall have the right at any time in their absolute discretion and without having reason therefore to close the Brokerage Account by giving one month prior notice of closure to the CLIENT and any debit of the CLIENT "Brokerage Account" (if any) will be adjusted.
- c) This agreement shall be binding on the parties, their successors, heirs, executors, administrators, assigns, or legal representatives.
- d) The terms and conditions shall not be altered, amended or modified except in writing by the duly authorized representatives of each party hereto.
- e) Where the CLIENT is in default of payment of legal fees, stamp duty or other out of pocket expenses incurred by the BROKER, The BROKER shall have the right and discretion to recover such expenses from the CLIENT by debiting the Brokerage Account.

9. Other Terms:

- a) The ILSL shall have the right to change, rectify and/or include any terms and conditions in additions to the above at any time with due notice to the Client.
- b) The ILSL 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 (SEC) Laws and such rules, regulations, notice or circulars issued by the Securities and Exchange Commission from time to time.

10. Trading Error:

- a) A trading error shall occurred if any discrepancy is detected between the order given by the client in accordance and the order placed to the Stock Broker in the following aspects:
 - i) False description of the name of securities.
 - ii) Alternation of orders, i.e., placing buys order whiles the Client place sale order and vice versa.
- b) The Stock Broker shall not be responsible for or assumes any obligation to compensate for any damage or loss suffered by the Client due to a trading error.

11. Client Statement at each month and the broker will provide the client with a printed statement of their Brokerage Account detailing the number of shares held and the debit balance if any.

12. Nominee

In the event of the death of one of the joint account holders, the survivor and on the death of sole account holder the nominee or successor shall be the beneficiary of the transactions.

This agreement shall be governed and construed by the laws of the Peoples Republic of Bangladesh.

IN WITNESS WHEREOF the parties hereto have caused this indenture to be executed on the day, month and the year herein before. Signed, sealed and delivered by INTERNATIONAL LEASING SECURITIES LIMITED

| | |
|---|---|
| _____ Signature of Account Holder | _____ Signature of Joint Account Holder |
|---|---|

| | |
|---------------------|---------------------|
| <u>Witnesses:</u> | |
| 1. Signature: | 2. Signature: |
| Name: | Name: |
| Address: | Address: |

| | |
|----------------------------|-------------------------|
| FOR OFFICE USE ONLY | |
| Introduced by: | Approved by: |
| Signature: | Signature: |
| Name: | Name: |
| | Member's Representative |

INTERNATIONAL LEASING SECURITIES LIMITED

(A Subsidiary Company of International Leasing And Financial Services Limited)

Head office : Printers Building (3rd Floor), 5 Rajuk Avenue, Dhaka-1000.
Tel: 880-2-7174603 (Hunting), Fax: 880-2-7166093, Trade & Phone Banking: 880-2-9560067
E-mail: securities@ifsl.com, Web: www.ifsl.com
Corporate Member: Dhaka Stock Exchange Limited (09)
SEC Reg. No. 3.1/DSE-09/2008/291

BO Account Opening Form [Bye Law 7.3.3 (b)]

Please complete all details in **CAPITAL** letters. Please fill all names correctly. All communications shall be sent only to the First Named Account Holder's correspondence address.

Application No Date (DD/MM/YYYY)
Please Tick whichever is applicable

BO Category: Regular Omnibus Clearing BO Type: Individual Company Joint Holder

Name of CDBL Participant (Up to 99 Characters) INTERNATIONAL LEASING SECURITIES LIMITED
CDBL Participant ID BO ID Date Account Opened
4 2 2 0 0 1 2 0 4 2 2 0 0

I/We request you to open a Depository Account in my/our name as per the following details:

1. First Applicant

Name in Full of Account Holder (Up to 99 Characters)

Short Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr. abbreviate only if over 30 characters) Title i.e. Mr/Mrs/Ms/Dr.

(In case of a Company/Firm/Statutory Body) Name of Contact Person

In Case of Individual: Male Female Occupation(30 Characters):

Father's/Husband's Name:

Mother's Name:

2. Contact Details:

Address:

City: Post Code: State/Division: Country:

Telephone: Mobile: Fax: E-mail:

3. Passport Details & National ID No.:

Passport No.: Issue Place: Issue Date:

Expiry Date: National ID No.:

4. Bank Details:

Bank Name: Branch Name: Account No.:

Electronic Dividend Credit : Yes No Tax Exemption If any: Yes No T/Tax ID:

5. Others Information:

Residency: Resident Non Resident Nationality: Date of Birth: D D/ M M/ Y Y Y Y

Statement Cycle Code: Daily Weekly Fortnightly Other (Please Specify):

Internal Ref No. (To be filled in by CDBL Participant)

In Case of Company: Date of Registration (DD/MM/YYYY)

Registration No.

6. Joint Applicant (Second Account Holder)

Name in Full (Up to 99 Characters)

Short Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr. abbreviate only if over 30 characters) Title i.e. Mr/Mrs/Ms/Dr.

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(A Subsidiary Company of International Leasing And Financial Services Limited)

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E-mail: securities@ifsl.com, Web: www.ifsl.com
Corporate Member: Dhaka Stock Exchange Limited (09)
SEC Reg. No. 3.1/DSE-09/2008/291

BO Account Nomination Form

Please complete all details in **CAPITAL** letters. **Please fill all names correctly.** All communications shall be sent to the correspondence address of only the First Named Account Holder as specified in BO Account Opening Form-02.

Application No Date (DD/MM/YYYY)

| | |
|---|--------------------------|
| Name of CDBL Participant (Up to 99 Characters) | CDBL Participant ID |
| INTERNATIONAL LEASING SECURITIES LIMITED | 4 2 2 0 0 |
| Account holder's BO ID | |
| Short Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr. abbreviate only if over 30 characters) | Title i.e. Mr/Mrs/Ms/Dr. |

I/We nominate the following person(s) who is/are entitled to receive securities outstanding in my/our account in the event of the death of the sole holders/all the joint holders.

1. Nominee / Heirs Details

Nominee 1

| | |
|--|--|
| Name in Full | |
| | |
| Short Name of Nominee (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr, abbreviate only if over 30 characters) | Title i.e. Mr/Mrs/Ms/Dr. |
| | |
| Relationship with A/C Holder: | Percentage (0%): |
| Address | |
| | |
| City: | Post Code: |
| State/Division: | Country: |
| Telephone: | Passport No: |
| Issue Place: | Issue Date : |
| Expiry Date: | Residency: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> |
| Nationality: | Date of Birth (DDMMYYYY) |

Guardian's Details (If Nominee is a Minor)

| | |
|---|---|
| Name in Full: | |
| | |
| Short Name of Guardian (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr, abbreviate only if over 30 characters) | Title i.e. Mr/Mrs/Ms/Dr. |
| | |
| Relationship with Nominee: | Date of Birth of Minor (DDMMYYYY) |
| Maturity Date of Minor (DDMMYYYY) | Address: |
| | |
| City: | Post Code: |
| State/Division: | Country: |
| Telephone: | Mobile: |
| Fax: | E-mail: |
| Passport No: | Issue Place: |
| Issue Date : | Expiry Date: |
| Residency: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> | Nationality: |
| Date of Birth (DDMMYYYY) | |

| | |
|---|--------------------------|
| Nominee 2 | |
| Name in Full | |
| Short Name of Nominee (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr, abbreviate only if over 30 characters) | Title i.e. Mr/Mrs/Ms/Dr. |
| <input type="text"/> | <input type="text"/> |
| Relationship with A/C Holder: | Percentage (0%): |
| Address: | |
| City: Post Code: State/Division: Country: | |
| Telephone: Mobile: Fax: E-mail: | |
| Passport No: Issue Place: Issue Date :/...../..... Expiry Date:/...../..... | |
| Residency: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Nationality: Date of Birth (DDMMYYYY) <input type="text"/> | |

| | |
|---|---|
| Guardian's Details (If Nominee is a Minor) | |
| Name in Full: | |
| Short Name of Guardian (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr, abbreviate only if over 30 characters) | Title i.e. Mr/Mrs/Ms/Dr. |
| <input type="text"/> | <input type="text"/> |
| Relationship with Nominee: | Date of Birth of Minor (DD/MM/YYYY)/...../..... Maturity Date of Minor (DD/MM/YYYY)/...../..... |
| Address: | |
| City: Post Code: State/Division: Country: | |
| Telephone: Mobile: Fax: E-mail: | |
| Passport No: Issue Place: Issue Date :/...../..... Expiry Date:/...../..... | |
| Residency: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Nationality: Date of Birth (DDMMYYYY) <input type="text"/> | |

| | | | |
|--|--|--|--|
| 2. Photograph of Nominees/Heirs | | | |
| <div style="border: 1px solid black; width: 100%; height: 100%; margin: 10px 0;"> <p>Please paste recent passport size Photograph</p> </div> | <div style="border: 1px solid black; width: 100%; height: 100%; margin: 10px 0;"> <p>Please paste recent passport size Photograph</p> </div> | <div style="border: 1px solid black; width: 100%; height: 100%; margin: 10px 0;"> <p>Please paste recent passport size Photograph</p> </div> | <div style="border: 1px solid black; width: 100%; height: 100%; margin: 10px 0;"> <p>Please paste recent passport size Photograph</p> </div> |
| Nominees/Heir 1 | Nominees/Heir 2 | Guardian 1 | Guardian 2 |

| | Name | Signature |
|-----------------------|------|-----------|
| Nominees/Heir 1 | | |
| Guardian 1 | | |
| Nominees/Heir 2 | | |
| Guardian 2 | | |
| First Account Holder | | |
| Second Account Holder | | |

INTERNATIONAL LEASING SECURITIES LIMITED
(A Subsidiary Company of International Leasing And Financial Services Limited)
Head office : Printers Building (3rd Floor), 5 Rajuk Avenue, Dhaka-1000.
 Tel: 880-2-7174603 (Hunting), Fax: 880-2-7166093, Trade & Phone Banking: 880-2-9560067
 E-mail: securities@ifsl.com, Web: www.ifsl.com
Corporate Member: Dhaka Stock Exchange Limited (09)
 SEC Reg. No. 3.1/DSE-09/2008/291

Power of Attorney (POA) Form

Please complete all details in **CAPITAL** letters. Please fill all names correctly. All communications shall be sent to the correspondence address of only the First Named Account Holder as specified in BO Account Opening Form-02.

Application No

Date (DD/MM/YYYY)/...../.....

| | | |
|---|-----------------|--------------------------|
| Name of CDBL Participant (Up to 99 Characters) | | CDBL Participant ID |
| INTERNATIONAL LEASING SECURITIES LIMITED | | 4 2 2 0 0 |
| Account holder's BO ID | 1 2 0 4 2 2 0 0 | |
| Short Name of Account Holder (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr. abbreviate only if over 30 characters) | | Title i.e. Mr/Mrs/Ms/Dr. |
| | | |

| | |
|--|--------------------------|
| Power of Attorney Holder's Details: | |
| Name in Full | |
| Short Name of Power of Attorney (Insert full name starting with Title i.e. Mr./Mrs./Ms./Dr, abbreviate only if over 30 characters) | Title i.e. Mr/Mrs/Ms/Dr. |
| | |

| | |
|---|--|
| 1. Power of Attorney Holder's Details: | |
| Address: | |
| City: Post Code: State/Division: Country: | |
| Telephone: Mobile Phone: Fax: E-mail: | |

| | |
|---|--|
| 2. Power of Attorney Holder's Passport Details: | |
| Passport No.: Issue Place: Issue Date:/...../..... Expiry Date:/...../..... | |

| | |
|---|-----------------|
| 3. Others Information of Power of Attorney Holder: | |
| Residency: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Nationality: | Date of Birth |
| | D D M M Y Y Y Y |
| Power of Attorney Effective From | To |
| D D M M Y Y Y Y | D D M M Y Y Y Y |
| Remarks (Insert reference to POA document i.e. Specific POA or General POA etc.): | |
| | |
| | |

4. Photograph of Power of Attorney Holder

| | |
|--|---|
| | <p>Please paste recent passport size Photograph</p> |
|--|---|

(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 | | |
| Authorized Signatory (Limited Company only) | | |

Central Depository Bangladesh Limited (CDBL)
Depository Account (BO Account) opened with CDBL Participant

INTERNATIONAL LEASING SECURITIES LIMITED

(A Subsidiary Company of International Leasing And Financial Services Limited)

Head office : Printers Building (3rd Floor), 5 Rajuk Avenue, Dhaka-1000.

Tel: 880-2-7174603 (Hunting), Fax: 880-2-7166093, Trade & Phone Banking: 880-2-9560067

E-mail: securities@ifsl.com, Web: www.ifsl.com

Corporate Member: Dhaka Stock Exchange Limited (09)

SEC Reg. No. 3.1/DSE-09/2008/291

Terms & Conditions - Bye Laws 7.3.3 (C)

CDBL Participant, Dhaka / Chittagong / Sylhet, Bangladesh

Dear Sir,

Please open a Depository account (BO Account) in my/our name(s) on the terms and conditions set out below. In consideration of **INTERNATIONAL LEASING SECURITIES LIMITED** (the "CDBL Participant") opening the account providing depository account facilities to me/us, I/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 instruct 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, band 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.

| Applicants | Name of applicants/Authorized signatories in case of Ltd. co. | Signature with date |
|--|---|---------------------|
| First Applicant | | |
| Second Applicant | | |
| Authorized Signatory (Limited Company only) | | |