

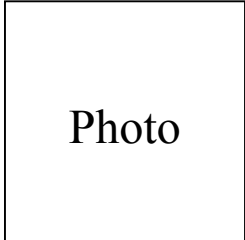


# RAK CAPITAL LTD.

A member of Chittagong Stock Exchange Ltd-028/ SEC Reg. no. 3.2/CSE-028/2010/257, Date-02.01.2011  
C&F Tower (6<sup>th</sup> Floor), 1712 (New), Sk. Mujib Road, Agrabad C/A, Chittagong.  
Tel: 031-717530, Fax: 031-717529, Email: [hrm@rakcapitalbd.com](mailto:hrm@rakcapitalbd.com), [admin@rakcapitalbd.com](mailto:admin@rakcapitalbd.com),

## (Designated ITS Client Special Account Application Form)

No Code #



Clients Name ..... Sex:- Male  Female   
Father's/Husband's/MD Or CEO(if Organization) Name .....  
Date of Birth ..... Nationality: .....  
National ID No # ..... Specify Occupation: .....  
Mailing Address: .....

Phone:-  
Self: ..... Office .....  
Land phone ..... Email .....

Account Type – Cash Basis  Margin Basis

### Authorized Person

Name: .....  
Fathers/Husbands Name: .....  
Code ..... BO ID .....  
Address: .....

### Beneficiary

Name: .....  
Fathers/Husbands Name: .....  
Code ..... BO ID .....  
Address: .....

Signature: ..... Signature: .....

### Intruducer

Name: .....  
Fathers/Husbands Name: .....  
Code ..... BO ID .....  
Address: .....

Signature: ..... Signature of the Designation Client  
Date: ..... Date .....

### Office Use Only

I have received this application and believe this account is suitable of cash/margin basis (ITS special account).

Approval ..... Date .....

Signature  
Manager/Authority

Seal

Signature  
Managing Director/Company Authority



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Tel: 031-717530, Fax: 031-717529, Email: [ceo@rakcapitalbd.com](mailto:ceo@rakcapitalbd.com), [hrm@rakcapitalbd.com](mailto:hrm@rakcapitalbd.com)

## Agreement for ITS

THIS DEED OF AGREEMENT is made and executed at this ..... Day of .....20

### Between

**RAK Capital Ltd**, (Member No. 028 of the Chittagong Stock Exchange Ltd. with SEC Registration No. 3.2/CSE/2010/257-028 Dated 02.01.2011), a Company incorporated under the Companies Act. 1994 and having its registered office at ..... Bangladesh (hereinafter referred to as “Member” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

### And

..... an individual or company/trust/firm or any other body duly formed and registered under the relevant Act, (hereinafter referred to as “CLIENT” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns), having his/her/its address/registered office at .....

Whereas the MEMBER is registered as Stock Broker/Stock Dealer of Chittagong Stock Exchange Ltd. with SEC, bearing Registered no 3.2/CSE/2010/257-028 Dated 02.01.2011 and got permission from the Exchange to provide the internet based trading services to its clients;

Whereas the CLIENT is interested for investing in the eligible securities listed with the Exchange and to place orders through internet;

Whereas the CLIENT has the legal capacity to enter into this Agreement and is capable of performing his/her/its obligations and undertakings hereinafter and that the CLIENT has satisfied himself/herself/itself of the capability of the Member to deal in securities and wishes to execute his/her/its orders through the Member and that the CLIENT shall continue to satisfy himself/herself/itself of such capability of the MEMBER before executing orders through him;

Whereas the MEMBER has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the CLIENT and investment objectives relevant to the services to be provided;

Whereas the MEMBER has taken steps and shall take steps to make the CLIENT aware of the nature of the Member’s liability for business to be conducted, including any limitations on its liability and the capacity in which it acts.

### **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- The CLIENT agrees that the MEMBER shall act as the Client’s agent to complete all transactions authenticated by the password assigned to the client by the Member or by such means as the MEMBER may require from time to time. The CLIENT shall at all times be liable to pay to the MEMBER the brokerage, commission and other transaction expenses as agreed upon between the MEMBER and the Client.
- Any written instruction given by an authorized person of the CLIENT shall at all time be binding on the CLIENT.
- The CLIENT acknowledges that the MEMBER shall not be under any obligation to provide him with any tax, legal, accounting, investment advice of advice regarding the suitability or profitability of investment of any kind nor do the MEMBER give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
- The CLIENT agrees that any request for cancellation/modification of an order shall be made if the order is not acted upon or executed or it is not out side the control of the MEMBER to make any cancellation or modification to such order. An order shall be deemed to have been executed or cancelled only after the CLIENT has received a statement from the MEMBER intimating him of the status of his order.
- The CLIENT agrees and undertakes to deposit with the MEMBER such cash, securities or other acceptable securities as may be required as a margin prescribed by the Exchange for the purpose of using ITS.
- The CLIENT shall be responsible for keeping the CLIENT-id and the password allocated to the Client by the Member confidential and secure and shall be solely responsible for all orders and transactions that are entered and executed using the password.

- The CLIENT agrees that the MEMBER or the EXCHANGE shall not be liable for the non-execution of the orders of the CLIENT caused due at the any suspension, interruption, non-availability or malfunctioning at the CLIENT/ MEMBER/EXCHANGE end.
- The Exchange or SEC may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, the MEMBER shall be entitled to cancel relevant contract(s) with the CLIENT.
- The MEMBER shall also send the Confirmation Note through E-mail to the CLIENT within .....(maximum within 24 hours from the trading day) from the time of execution of order/trade on the Trading System of CSE, as the case may be. The Client agrees that the information sent by the MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER.
- The CLIENT accepts full responsibility for monitoring and safeguarding of the Client's accounts. The CLIENT shall immediately notify the MEMBER in writing delivered via-email and Registered AD:
  - (a) If the CLIENT become aware of any loss, theft or unauthorized use of the Client's password, as the case may be and account number; or
  - (b) Any failure by the CLIENT to receive a message from the MEMBER indicating that an order was received and executed; or any failure by the CLIENT to receive an accurate confirmation of an execution; or
  - (c) Any receipt by the CLIENT of confirmation of an order and/or execution which the CLIENT has not placed; or
  - (d) Any inaccurate information in the account balances, investment products position or transaction history.
- The MEMBER requires that stock certificate be in the Account and in good deliverable form prior to the acceptance of a sell order.
- The CLIENT understands and agrees that for mutual protection, the MEMBER may electronically record any of the Client's telephone conversations conducted with the MEMBER.
- This Agreement shall stand terminated by mutual written consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have obligations in respect of such transactions.
- The MEMBER and the CLIENT are aware of the provisions of the Bye-Laws, Rules and Regulations of the Exchange and SEC relating to resolution of disputes/differences through the mechanism of arbitration provide by the Exchange or SEC and agree to abide by the said provisions.
- All traders, transactions executed by the parties pursuant to this Agreement shall at all times, be subject to the relevant laws, rules, regulations and bye-laws of the concerned regulatory bodies having jurisdiction over the transactions. The parties to such trade shall be deemed to have submitted to the jurisdiction of the Court of Bangladesh.
- The client further understands and agrees that any information or documents, as and when sought by SEC, in respect of the activities, transactions, etc. of the client shall be provided by the member to the SEC without any reference to the Client.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR MENTIONED ABOVE

Signed for and on behalf of the  
PERMITTED MEMBER

Signed for and on behalf of the ITS  
CLIENT

Signatures  
Title (MD and Compliance Authority)

Signature  
Title

Witness:

Witness: (the Introducer)

By order of the Chittagong Stock Exchange Ltd.