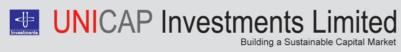




NAME OF INVESTOR			
ACCOUNT NUMBER			
ACCOUNT TYPE			
BRANCH NAME			
ADDRESS			
PHONE NO			
MOBILE NO			





Margin

Account Type:

Cash

NON-DISCRETIONARY Account Opening Form

Account Status: Institutional

Type of Institution: Public	Private Partnership Pro	oprietorship Others	
Regulations and Procedure regarding	open a Non Discretionary Investor Account operations of an Investment Account with y iculars about myself/ourselves are furnished	our Institution and agree to abide by	
PRINCIPAL APPLICANT			
Name of Account (CAPITAL Letter)			
Father's Name			
Mother's Name			Photograph
Spouse's Name			of Principal Applicant
Profession			(attasted by introducer)
Nationality		Date of Birth D D M M Y	YYY
Present Address			
Permanent Address			
Telephone (Office):	Residence	Mobile	
Fax	E-mail		
Bank Name			
Branch Name		Account No.	
Passport No.	Date of Issue	e D D M M Y Y Y Exp	iry Date D D M M Y Y Y
National ID No.	TI	N No.	
JOINT APPLICANT			
Name of Account (CAPITAL Letter)			
Father's Name			
Mother's Name			Dhatarranh
Spouse's Name			Photograph of Joint Applicant
Profession	D	ate of Birth D D M M Y Y	(attasted by introducer)
Nationality	Relationship with Princip		
Present Address	,	The state of the s	
Permanent Address			
Telephone (Office)	Residence	Mobile	
Fax	E-mail	mobile	
Passport No.		• D D M M Y Y Y Exp	iry Date DDMMYYYY
National ID No.		N No.	

INSTITUTIONAL A	PPLICANT					
Name of the Institution (CA	APITAL Letter)					Di i
Business Address						Photograph of
Telephone		Fa	ax			MD / CEO (attasted by introducer)
Email						miroducer)
Name of the Managing D	rirector/ Chief Executive Office	r				
Contact Details						
Telephone	F	ax	ı	Email		
Date of Incorporation			Registration No.			
Bank Name			Branch Name			
Bank Account Number			TIN/ Tax ID			
Trade Licence No.			Expiry Date	D D	MMYYYY	
PARTICULARS OF	FINTRODUCER					
Name						
Present Address						
Telephone		NID	No.			
I certify that I have kno	own Mr /Ms				for the past	months/ Years and
•	tion and address as stated e	lsewhere in this applicat	tion.			
					Signatur	e of the Introducer
DECLARATION						
	erated as per instruction in th					
Singly 1 The nominee(s) shell	Jointly I be entitled to all benefits/lia	Any one of the account hilities of my/our account			or/Authorised person	
	ovisions of BSEC Rules, Reg				future.	
conditions stated in	the Non- Discretionary Port	folio Management Agre	ement and Schedul	ules there	us shall be held and governed to as may be modified from t d by applicable laws and regula	ime to time by the
4. I/We confirm our ass	surance that I/we have read	all the rules/terms and o	conditions governing	g the acc	count and will be bound to com	iply with the same.
,	nd in sound mind(s) declare formation as per your require		n furnished above i	is true a	nd correct. I/We will also furr	nish any additional
Signature of Principal A Date:	pplicant				gnature of Joint Applicant ate:	
	E ONLY				ato.	
FOR OFFICAL US		Account Number				
Account Opening Date						
Initial Investment		In words				
Special Instructions (if an						
Account may be opened.						
Signature of Dealing Office Date:	cer			Sig Da	gnature of Approving Authority te:	

PARTICULARS OF NOMINEE (S)		
NOMINEE 1			
Name			
Father's Name			
Mother's Name			
Spouse's Name			
Relation	NID No.	Date of Birth	
Address			
			Share %
Guardian's Details (if Nominee i	is Minor)		
Name			
Relationship with Nominee	Date of Birth of Minor	D M M Y Y Y Maturity Date of Mino	
Address			
Contact No.	E-mail		
Nationality	NID	Date of Birth	D D M M Y Y Y
NOMINEE 2			
Name			
Father's Name			
Mother's Name			
Spouse's Name			
Relation	NID No.	Date of Birth	D D M M Y Y Y
Address			
			Share %
Guardian's Details (if Nominee i	is Minor)		
Name			
Relationship with Nominee	Date of Birth of Minor	D M M Y Y Y Maturity Date of Mino	
Address			
Contact No.	E-mail		
Nationality	NID	Date of Birth	D D M M Y Y Y
Photograph & Signature			
Photograph	Photograph	Photograph	Photograph
of Nominee 1	of Nominee 2	of Guardian 1	of Guardian 2
(attasted by account holder)	(attasted by account holder)		
Signature of Nominee 1	Signature of Nominee 2	Signature of Guardian 1	Signature of Guardian 2
	3.9		g
Signature of Principal Applicant		Signature of Joint Applicant	

UNICAP Investments Limited

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

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

Application No					Date D D M M Y Y Y Y
Please Tick whichever is applicab	le				
BO Category: Regular	Omnibus Cle	earing BO	Type: Individua	Company	Joint Holder
Name of CDBL Participant (Up to	99 Characters): UNIC	AP INVESTMENTS	LIMITED		
CDBL Participant ID 5 7 4 0 0	BO ID 1 6 0 5	7 4 0 0			Date Account Opened
I / We request you to	open a Deposito	ry Account in n	ny / our name as	per the following de	etails:
1. First Applicant			•		
Name in Full of Account Holder	(Up to 99 Characters)				
Short Name of Account Holder	(Insert full name start	ing with Title i.e. Mr.	/ Mrs. / Ms / Dr, abbrev	ate only if over 30 charac	ters) Title i.e. Mr. /Mrs. /Ms. /Dr.
(In case of a Company/Firm/S	Statutory Body) Name o	f Contact Person			
In Case of Individual:	fale Female	Occupation (30 C	Characters)		
Father's / Husband's Name					
Mother's Name					
2. Contact Details					
Address					
City	Post Code	State / Division	C	ountry	Telephone
Mobile	Fax	E-mail			
3. Passport Details					
Passport No.	Issue Plac	ce	Issue Date D	M M Y Y Y E	xpiry Date D D M M Y Y Y Y
4. Bank Details					
Routing Number			Bank Account Number		
Bank Name			Branch Name		District Name
Bank Identifier Code (BIC)			SWIFT Code	International B	ank A/C No.(IBAN)
Electronic Dividend Credit:	Yes No Ta	ax Exemption if any:	Yes No	TIN / Tax ID	
5. Others Information	1				
Residency: Resident	Non Resident N	ationality		Dat	e Of Birth D D M M Y Y Y
Statement Cycle Code: Da	aily Weekly	Fortnightly	Monthly Other (PI	ease Specify)	
Internal Ref. No (To be filled in	by CDBL Participant)				
In Case of Company:					
Registration No.				Date of Re	egistration D D M M Y Y Y Y
6. Joint Applicant (Se	econd Account He	older)			
Name in Full of Account Holder	(Up to 99 Characters)				
Short Name of Account Holder	(Insert full name start	ing with Title i.e. Mr.	/ Mrs. / Ms / Dr, abbrev	ate only if over 30 charac	ters) Title i.e. Mr. /Mrs. /Ms. /Dr.

CDBL Bye Laws							Form 02	2
7. Account Link	Request							
Would you like to create	a link to your existing	Depository Account ?	Yes	No	0			
If yes, then please provid	le the Depository BO	Account Code (8 Digits):					
8. Nominees/ He	irs							
holder / all the joint acc	count holders, a se with first account h	parate nomination Forr	m - 23 must be fii	iled up and	signed by all acco	unt in the event of the death count holders and the nominee inor, guardian's name, addres	s giving name	es of
9. Power of Attor	rney (POA)							
If account holder(s) wis holders giving the name						- 20 must be fiiled up and sig	ned by all acco	ount
10. To be filled in	by the Stock	Broker / Stock Ex	change in ca	se the a	pplication is fo	or opening a Clearing	Account	
Exchange Name: DSE	Trading	D	CS	SE .	Trading ID			
11. Photograph								
Photogr Applicant Signator Limited	assport size raph of 1st or Authorized y in case of d Co. Only		recent passp Photograph Applicant or At Signatory in Limited Co.	of 2nd uthorized case of . Only		Please paste rec passport size Photo of Authorized Signa case of Limited Co.	graph ktory in Only	
Signatory in	case of Ltd Co.	81	ignatory in case o	r Lta Co. Oi	nıy	Ltd Co. Only		
12. Standing Ins	tructions							
I/We authorize you to rec	eive facsimile (fax) t	ransfer instructions for de	elivery.	Yes	No			
13. DECLARATION	ON							
understood the same a	and I/we agree to a e/us are true to the	bide by and to be bour best of my/our knowle	nd by the rules as edge as on the da	are in forcate of making	ce from time to time ng such application	now have been read by me e for such accounts. I/We als n. I/We further agree that an d further action.	o declare that	t the
Applicants	Name of appli	cants / Authorized signato	ories in case of ltd C	0.		Signature with date		
First Applicant								
Second Applicant								
3 rd Signatory (Ltd Co. only)								
14. Special Instr	uctions on ope	eration of Joint Ac	count					
Either or Survivor	г.	Any one Can	operate		Any two will o	perate jointly		
Account will be o	perated by				with any one o	of the others.		
15. Introduction								
Introduction by an existi	ing account holder	of				ESTMENTS LIMITED cository Participant's Name		
I confirm the identity, oc	cupation and addre	ss of the applicant(s)				oducer's Name		
				Account	t ID 1 6 0 5	7 4 0 0		
(Signature of Introducer	*)							
Date & Authorized Sign	atory Accepting the	Account		Da	ate & Signature of N	Managing Director/CEO		

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

UNICAP Investments Limited

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 names(s) on the terms and conditions set out bellow. In consideration of **UNICAP INVESTMENTS 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 bellow.

- 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 instructs 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, bank 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) The veracity of all statements and particulars set out in the account opening form, supporting or accompanying documents;
 - 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) The veracity of all statements and particulars set out in the account opening form, supporting or accompanying documents;
 - (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
POA Holder		
First Applicant		
Second Applicant		
3rd Signatory (Ltd Co. only)		

CDBL Bye Laws Form 23

UNICAP Investments Limited 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	D D	M M Y Y Y Y
Name of CDBL Participant (Up to 99 Characters):			CDBL Participant ID
UNICAP INVESTMENTS LIMITED			5 7 4 0 0
Account holder's BO ID			
1 6 0 5 7 4 0 0			
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.
Name of Account Holder (insert full hame starting with Title i.e. wit. 7 wis 7 bi, abbreviate only in over 50 characters)			True i.e. wr. /wrs. /ws. /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 holder / all the joint holders.

1. Nominee / Heirs Deta	ails				
Nominee 1					
Name in Full					
Short Name of Nominee (Insert	t full name starting wit	h Title i.e. Mr. / Mrs. /	Ms / Dr, abbreviate only if over 30 ch	paracters)	Title i.e. Mr. /Mrs. /Ms. /Dr.
Relationship with A/C Holder				Percentage (%)	
Address					
City	Post Code	State / Division	Country	Telephone	
Mobile	Fax	E-mail			
Passport No.	Issue Place		Issue Date D D M M Y Y	Y Y Expiry Date D D M	MYYYY
Residency: Resident	Non Resident Nat	ionality		Date Of Birth D D M	MYYYY
Guardian's Details (if No	minee is Minor)				
Name in Full					
Short Name of Nominee (Insert	t full name starting wit	h Title i.e. Mr. / Mrs. /	Ms / Dr, abbreviate only if over 30 ch	naracters)	Title i.e. Mr. /Mrs. /Ms. /Dr.
Relationship with Nominee	Da	ate of Birth of Minor	D D M M Y Y Y Mat	urity Date of Minor D D M	MYYYY
Address					
City	Post Code	State / Division	Country	Telephone	
Mobile	Fax	E-mail			
Passport No.	Issue Place		Issue Date D D M M Y Y	Y Y Expiry Date D D M	MYYYY
Residency: Resident	Non Resident Nat	ionality		Date Of Birth D D M	MYYYY

CDBL Bye Laws Form 23

Nominee 2

Guardian 2

First Account Holder

Second Account Holder

Name in Full					
Short Name of Nominee (Insert full name startin	g with Title i.e. Mr. / Mrs.	Ms / Dr, abbreviate only if over 3	0 characters)	Title i.e. Mr. /Mrs. /Ms. /Dr.
Relationship with A/C Ho	lder			Percentage (%	6)
Address					
City	Post Code	State / Division	Country	Telephor	ne
Mobile	Fax	E-mail	- Country	10.00	
Passport No.	Issue		Issue Date D D M M Y	Y Y Expiry Date D D	MMYYYY
Residency: Resident	Non Resident	Nationality		Date Of Birth D	MMYYYY
Guardian's Details (i	if Nominee is Mine	or)			
Name in Full					
Short Name of Nominee (Insert full name startin	g with Title i.e. Mr. / Mrs. /	Ms / Dr, abbreviate only if over 3	0 characters)	Title i.e. Mr. /Mrs. /Ms. /Dr.
Relationship with Nominee	e	Date of Birth of Minor	DDMMYYYY	Maturity Date of Minor D D	MMYYYY
Address					
City	Post Code	State / Division	Country	Telephor	ne
Mobile	Fax	E-mail			
Passport No.	Issue	Place	Issue Date D D M M Y	Y Y Expiry Date D	MMYYYY
Residency: Resident	Non Resident	Nationality		Date Of Birth D	MMYYYY
2. Photograph of N	Iominees / Heirs				
2.1 notograph of h			_	_	
B		DI	81		
Please paste recen passport size	t	Please paste recent passport size	Please paste re passport siz	e r	Please paste ecent passport
Photograph of Nominee / Heir 1		Photograph of Nominee / Heir 2	Photograph Guardian 1		e Photograph of Guardian 2
		Name		Signatu	re
Nominee / Heir 1					
Guardian 1					
Nominee / Heir 2					

UNICAP Investments Limited 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	D D M M Y Y Y Y
Name of CDBL Participant (Up to 99 Characters): UNICAP INVESTMENTS LIMITED		CDBL Participant ID 5 7 4 0 0
Account holder's BO ID 1 6 0 5 7 4 0 0		
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 Nominee (Insert full name starting with Title i.e. Mr. / Mrs. / Mrs. / Mrs. / Dr, abbreviate only if over 30 characters)		Title i.e. Mr. /Mrs. /Ms. /Dr.
1. Power of Attorney Holder's Contact Details:		
Address		
City Post Code State / Division Country		Telephone
Mobile Fax E-mail		
2. Power of Attorney Holder's Passport Details		
Passport No. Issue Place Issue Date D D M M Y Y Y Y	xpiry Date	
3. Others Information of Power of Attorney Holder		
Residency: Resident Non Resident Nationality Da	te Of Birth	
Power of Attorney Effective From $\ \ \square \ \ \square \ \ M \ \ M \ \ Y \ \ Y \ \ Y \ \ To \ \ \square \ \ \square \ \ M \ \ M \ \ Y \ \ 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		
		Please paste recent passport size Photograph of 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		
3rd Signatory (Ltd Co. only)		

K	YC (KNOW YOU	R C	USTOME	R) PRO	FILE FORM	Л	
Title of Deposit Account:							
Nature of Account							
Account or Reference Number							
Name of Account Opening Officer/RM							
What is the Source of Fund?							
Saving from Salary & Bonus	Business Income		Inheritance	Sa	ale of Property		
Family Member's Income	Remittance		Others				
	11011111011						
Sources of fund verified through: Financial Statements	Declaration by the A	COOLIN	t Holdor				
		CCOUIT					
Bank Statement	Salary Statement		Others				
1. Who is the actual owner of the account	nt (i.e. account holder acti	ing as	an agent/truste	e)?			
2. Monthly Income/Turnover:							
3.Passport :				is phot	tocopy received?	Yes	No (if applicable)
4. National ID Card.:						Yes	No (if applicable)
5. Birth Certificate:						Yes	No (if applicable)
6. TIN:						Yes	No (if applicable)
7. VAT Reg.:						Yes	No (if applicable)
8. Driving License:					ocopy received?	Yes	No (if applicable)
Memorandum of association/By law Constitution/Registration Certificate/Pressurements	•				conv received?	Yes	No (if applicable)
Type of visa (Resident / Work)	iils: the depositor's occupation	n?	Yes	No (if app			
13. What does the Customer do?							
Category					Risk Level	Risk Rating	V
Jewelry /Gems trade Money transmitters/changers					High High	5	
Real Estate Agents					High	5	
Construction promoters of projects					High	5	
Offshore Corporation					High	5	
Art/antique dealers					High	5	
Restaurant/Bar/casino/night club owner	s				High	5	
Traders with a turnover of more than 1 of	crore per annum				High	4	
Import/Export agents					High	5	
Cash Intensive business (cash deposit	> 25 lacs in a month)				High	5	
Share & Stock broker Finance Companies (NBFI)					High High	5	
Travel agents					High	4	
Transport Operators					Medium	3	
Auto dealers (used/ reconditioned cars)					Medium	3	
Auto Primary(new car)					Low	2	
Shop owner (retail)					Low	2	
Business – Agents, Franchisees					Low	2	
Small trader (turnover less than 50 lacs	per annum)				Low	2	

Category		F	Risk Level	Risk Rating	√
Software business		l	_OW	1	
Manufacturers (other than arms)		l	_ow	1	
Retired from service	l	_OW	0		
Service		l	_OW	0	
Self employed professionals		l	_OW	2	
Operations in multiple locations		ŀ	High	5	
Corporate Customers of Repute (irre	espective of the category)	L	_OW	2	
Others(Ban	k will catagorize risk according to natur	e)			
14.What is the net worth / sales turno	over of the customer?				
Amount (Tk.)		F	Risk Level	Risk Rating	√
1-50 Lacs		ı	_OW	0	
50 L – 200 L		1	Medium	1	
> 2 crores		ŀ	High	3	
15.How was the a/c opened?					
Mode		-	Risk Level	Risk Rating	√
RM/Affiliate			_ow	0	
DSA (Direct Sales Agent)			Medium	1	
Internet/Phone Communication			High	3	
Walk-in / Unsolicited			High	3	
0					
Overall Risk Assessment:		Risk Assessment		1	1
Risk Rating 9 or Above					·
Less than 9		High Low			
Comments (if any):		1			
(Under subjective consideration, a cus	tomer can be catagorized as High Risk th	rough his actual Risk Rat	ing is less than	9. But due causes	are to be mentioned)
16. Has the address (s) of Account h		No			
If Yes, Through: Electricity/WA		Bank Statement	Others (F	Please specify)	
	Ps): (According to AML Circular No. 14)			, , ,	
a. Has the approval been obtained fr		No			
a. Has the approval been obtained in	om Senior Management? Yes	No			
b.Source of Wealth:					
c. Has any face to face interview of the	he customer been taken? Yes	No			
Prepared by:		Reviewed by:			
(Account Opening Officer/ Relations	thin Manager)	(Branch Manager/Hea	ad of Operation	1)	
Signature (With Seal)	mp manager)	Signature (With Seal)		''	
Name:		Name:			
Date:		Date:			
Date.		Date.			
18. When did you reviewed and upd	lated the information regarding this acc	ount for the last time?			
Name of Reviewing & Updating Office					
Signature (With Seal)					
Date:					
Signature of Denositor/Signature	Signature of Denosite-/Circuter	Signature of Danas'ta	r/Cianatar:	Cianoture of D	positor/Cianatan
Signature of Depositor/Signatory Name:	Signature of Depositor/Signatory Name:	Signature of Depositor Name:	/olgnatory	Name:	epositor/Signatory
Designation:	Designation:	Designation:		Designation:	
Dodgilation.	Designation. Date:	Date:		Designation. Date:	

SHEDULE I

Portfolio Manager may change any provisions of this Schedule I from time to time:

1. In	itial Fund : A minimum amount of Tk	(Taka) only.	
2. F	ees, interest and charges shall be payable to the F	Portfolio Manager in acco	rdance with Article 4:		
SI.	Particulars	Fees/Charges			
01	Documentation Charge	Tk.1,000/-			
02	Management Fee (to be charged quarterly)	% p.a. on asset value of portfolio (The asset value of portfolio shall be determined following the Valuation Policy as delineated in Schedule V)			
03	Interest on margin loan (to be charged quarterly)	% p.a.			
04	Settlement Fee	% on each transaction value			
05	Termination Fee	Tk.1000/-			
D	out of pocket and any third party expenses: Charges of epository of Bangladesh Limited. These expenses inc	· ·	be levied according to the charging mechanism set by the -	Central	
	SMS and other extra-ordinary Costs				
J	. Since and other extra ordinary costs				
Signa	ature of Principal Applicant		Signature of Joint Applicant		
Name			Name:		
Date:			Date:		

: The Managing Director

Date

То

DECLARATION OF RELATIONSHIP WITH PRIVATE & PUBLIC LIMITED COMPANIES

			Shares hold	Share Holding
also declare to the best of my/our knowledge the informular given as above	nation furnished above are	true and correct and I	/We agree to notify ir	n writing of any chang
ature of Principal Applicant		Signature of Joint Ap	plicant	
e:		Name:		

INDEMNITY FOR ELECTRONIC INSTRUCTION

Date	:						
То	:	The Managing Director					
From	:	The Client					
		cle 1-5 of Non Discretionary Portfolio Manage damages, expenses, costs, liabilities and clair		DPMA) I/We hereby agree that Portfolio Manager shall not be ature:-			
Manag	ger shall hav			d Person's signatures provided that in any such case Portfolio ed banking practice and by reference to any certified specimen			
(ii) arising	from any e	rror or ambiguity in any instructions (whether	written or oral) rece	ived by Portfolio Manager;			
		tfolio Manager acting on oral instructions from n Article 1-5 or as a result of reverting or atten		er Authorized Persons which are not subsequently confirmed in a same.			
Signature	of Principal A	Applicant		Signature of Joint Applicant			
Name:				Name:			
Date:				Date:			

PART 1

APPOINTMENT MANDATE

Date	:										
Го	:	The Managing Director									
rom	:	The Client									
ou that	With reference to Article 1-25 of Non Discretionary Portfolio Management Agreement (NDPMA) dated [], I/we hereby notify ou that the persons whose names and signatures (hereby certified as true) are set out below are each appointed as an Authorized Person as defined in the Agreement.										
		HOTOGRAPH OF FIRST DRIZED PERSON		Α	С	OGRAPH OF OND ED PERSO	DΝ		,	PHOTOGRAPH OF THIRD AUTHORIZED PERSON	
Na	me of Author	ized Person	Designa	tion		Contrac	t Details (Phone/Fax/C	ell/Mail)	Signature	
	We hereby acknowledge and confirm that the Authorized Person(s) has full power and authority on my/our behalf to issue and to sign singly/jointly (*) on structions, directions and other communications to you in connection with the services being or to be carried out by you under or pursuant to NDPMA.										
Signatur	e of Principal	Applicant					Signature	of Joint Ap	pplicant		
Name:							Name:				
Date:							Date:		/41	Diagon deleter	
									(*) -	- Please delete as you deem approp	oriate.

SHEDULE IV

PART 2

REMOVAL OF MANDATE [Article 1-25]

Date	:						
То	:	The Managing Director					
From	:	The Client					
persons na	Jith reference to Article 1-25 of Non Discretionary Portfolio Management Agreement (NDPMA) dated [], I/we hereby notify you that the ersons named below shall cease to be an Authorized Person for the purpose of the Agreement with effect from the date of your receipt of this notice.						
	of Principal A	pplicant	Signature of Joint Applicant				
Name:			Name:				

SHEDULE V

VALUATION POLICIES [Article 12]

With reference to Article 12 of the Agreement, Portfolio Manager shall value the assets of the Clients' portfolios applying the following policies during the period of NDPMA. Portfolio Manager may change from time to time any of the following provisions of this Schedule V unilaterally.

- 1. Value of portfolio shall be the higher of Cost and Market Price..
- 2. In valuing of the market value, the closing price of securities quoted on the last trading day at Dhaka Stock Exchange (DSE) will be used
- When the securities were not traded on the particular valuing date at DSE, the closing price quoted at Chittagong Stock Exchange (CSE) on that
 particular valuing date would be taken into account in valuing such securities. (Immediate previous closing price to the valuing date will be taken into
 account).
- 4. When the securities were not traded either at DSE or at CSE on the particular valuing date, immediate previous closing price which one is nearer, but not longer than 14 (fourteen) days, to the valuing date will be taken into account.
- 5. When the securities were not traded either at DSE or at CSE for a period over 14 (fourteen) days, Portfolio Manager shall have the discretion to exclude such securities for the purpose of valuation.
- 6. When the securities are de-listed or suspended for trading, those will be excluded for the purpose of valuation, at the discretion of Portfolio Manager.
- 7. For valuation of the shares procured through IPO or Pre IPO placement, the acquisition price shall be taken into account until the securities get listed with the stock exchanges.
- 8. In case the securities do not get listed within 120 (one hundred twenty) days of the close of subscription, the securities shall be treated as non listed securities
- 9. The valuation of non listed securities including the de-listed securities shall be made by the Valuation Team of Portfolio Manager. However, the valuation shall be verified by the Internal Auditor of Portfolio Manager.
- 10. Once non listed securities are valued, the valued amount shall be considered for purpose of valuing the assets of the Clients' portfolio until the securities are further revalued and Portfolio Manager shall have the discretion to revalue the securities at any interval of time.
- 11. Bonus shares shall be taken into account on the date of start of book closure or record date, as the case may be, for the purpose of valuation. The number of bonus shares shall be determined on the basis of Eligible Claim of the Client.
- 12. Right shares shall be valued following the valuation policies applicable to IPO shares. Right shares shall be valued at acquisition cost until the shares are received. After receiving the shares, those will be subjected to valuation for daily price movement.

Signature of Principal Applicant	Signature of J	loint Applicant
Name:	Name:	
Date:	Date:	

LOAN APPLICATION FORM

Date:

Date:			
The Managing Director UNICAP Investments Limited Noor Tower, 4th Floor 73 Sonargaon Road Dhaka-1205, Bangladesh			
Re: Application for Margin Loan a	gainst Investors' Account		
Dear Sir,			
I/ we are applying for Margin Loan information is furnished below:	under the terms and condition	n of Non Discretiona	ary portfolio Management Agreement and to this end my/our key
First Applicant Name			
Joint Applicant Name (if any)			
Client Equity Amount			
Existing Margin Loan Sanctioned			
New Margin Amount Request			
Interest Rate	annually (To be cha	arged Quarterly)**	
In case I am granted any loan, I sha	Il abide by all the terms and co	onditions of Non Disc	eretionary Portfolio Management Agreement.
Thanking you and best regards.			
Sincerely,			
Signature of Principal Applicant			Signature of Joint Applicant
Name:			Name:



Date:

NON-DISCRETIONARY PORTFOL	IO MANAGEMENT	AGREEMENT (N	DPMA)		
This Agreement is made on this the	day of	, 20	: Agreement Number: _		
BETWEEN					
UNICAP INVESTMENTS LIMITED is a fully ow Commission Act, 1993 having its registered of unless repugnant to the context shall mean ar	fice at UNION CAPITAL I	LIMITED., Bangladesh	, (hereinafter referred to as	the "Portfolio Manager", which e	_
AND					
(hereinafter referred to as the "Client", wh representatives, administrators and assigns			ntext shall include its/his	/her heirs, successors-in-inter	est, lega
WHEREAS					
A. The Olivether have evaluating a New Dis		the Deutfelle Manage		PC CO . N D' C	D . (())

A. The Client has been maintaining Non Discretionary Account with the Portfolio Manager under the terms and conditions of the Non-Discretionary Portfolio Management Agreement No. _dated executed between the Portfolio Manager and the Client (the 'Portfolio Management Agreement');

B. On the application of the Client, the Portfolio Manager has agreed to grant a Margin Loan to Client on the terms and conditions stipulated hereunder.

NOW IT IS HEREBY AGREED as follows:

1. GENERAL TERMS AND CONDITIONS:

The following general terms and conditions are applicable to and are deemed to form a part of each of the Non-Discretionary Portfolio Management Service Agreement.

1. Account Identification

Portfolio Manager will provide the Client with an account number which shall be used as means of identifying the Client while placing orders, The Client with responsible for keeping the number safely and for all orders placed using that number until Portfolio Manager notifies that the number has been changed.

2. Use of Headings

The headings used in Non-Discretionary Portfolio Management Service Agreements are for convenience of reference only and shall not in any way affect their interpretation unless the context otherwise requires. Words in the singular include the plural and vice versa and words in one gender include all genders.

Conversion of any foreign currency funds when necessary, shall take place on the trade date using the rate applicable unless otherwise agreed to.

3. Successors and Assigns

The Non-Discretionary Portfolio Management Service Agreement shall be binding upon the heirs, administration, executors, liquidators, successors and assigns of the Client and each of them if more than one.

4. Capacity

The Client:

- If an institution or corporation, represents that it has the power and capacity to enter into the Non-Discretionary Portfolio Management Service Agreements and to effect the transaction contemplated therein and that the execution and delivery of the Agreement have been duly authorized by all necessary corporate action on the part of the Client.
- If a partnership, trust or another form of organization, represents that it has the power and capacity to enter into the Non-Discretionary Portfolio Management Service Agreements and to effect the transactions contemplated therein and that the execution and delivery of the Non-Discretionary Portfolio Management Service Agreements have been duly authorized by all necessary action on the part of the Client.
- If an individual, represents that he or she reached over 18 years and has the power and capacity to enter into the Non-Discretionary Portfolio Management Service Agreements and perform his or her obligations hereunder.

5. Notification of Changes

The Client will notify Portfolio Manager of any material changes in his or her account such as change in address, financial situation, and employment status or investment experience. In addition, the Client agrees to instruct Portfolio Manager of any restrictions in Securities trading now applicable to the Client and will notify Portfolio Manager of any changes in such restrictions that may become applicable to the Client.

The Client will immediately notify Portfolio Manager if the Client acquires a controlling interest in or otherwise becomes an insider of any public company (a reporting issuer) and if there is any material change in the information the Client has provided to Portfolio Manager on the Account Opening Form.

6. Client's Securities

Portfolio Manager may hold the Client's Securities which are evidenced by securities certificates or other written documentation at its head office or at any of its branches or at any other location (including any agent of Portfolio Manager) where it is customary for Portfolio Manager to keep Securities and Portfolio Manager's responsibilities to the Client for so holding the Clients Securities shall be limited to the same degree of care exercised by Portfolio



Manager or its agent in the custody of its own Securities. Certificates for Securities of the same issue and for the same aggregate amounts may be delivered to the Clients in lieu of those originally deposited by the Client or those in which the Client acquired an interest after the date hereof. Portfolio Manager's responsibilities for holding Securities for the Client for safekeeping will be limited to the same degree of care exercised by Portfolio Manager in the custody of its own Securities and not more, Portfolio Manager will not be liable as a guarantor for any loss.

7. Extraordinary Events

Portfolio Manager will not be liable for any loss however caused, whether directly or indirectly, by government restrictions, by exchange or market rulings, the suspension of trading, wars, strikes or by reason of any other fact which shall not have been caused by the gross negligence of Portfolio Manager or any agent or employees of Portfolio Manager.

8. Other Agreements

The Non-Discretionary Portfolio Management Service Agreements shall be constructed in conjunction with any other agreements between Portfolio Manager and the Client in connection with the Account, provided that in the even of any conflict or inconsistency between the Non-Discretionary Portfolio Management Services Agreement and any such other agreements(s) to the extent necessary, the terms and provisions of the Non-Discretionary Portfolio Management Service Agreements shall supersede the terms and provisions of such other agreements(s), whether or not referred to therein. Subject to the foregoing, the provision of the Non-Discretionary Portfolio Management Services Agreement shall in no way limit or restrict any other rights which Portfolio Manager may have under any other agreement or agreements with the Client, except as otherwise provided in the Non-Discretionary Portfolio Management Services Agreements, none of the terms and conditions of the Non-Discretionary Portfolio Management Services Agreements can be waived or changed without agreement in writing between the Client and Portfolio Manager. If any Applicable Rules and Regulations are enacted, made amended or otherwise changed with the result that any term or condition of the Non-Discretionary Portfolio Management Services Agreements is, in whole or in part, becomes invalid or contrary to such Applicable Rules and Regulations, then such term or condition will be deemed to be varied or superseded to the extend necessary to give effect to such Applicable Rules and Regulations. Any term or condition of the Non-Discretionary Portfolio Management Service Agreements which, notwithstanding any such variation, is invalid shall not invalidate the remaining terms.

9. Definitions

Portfolio shall means a group of securities, including but not limited to shares, debentures, bonds, treasury bills, certificates and other selections from the equity, capital and money markets instruments.

Portfolio Account means share investment account(s) opened under Non-Discretionary Portfolio Management Service with the Portfolio Manager.

Client shall mean such person, firm, company, trust or association who has appointed the Portfolio Manager for rendering Non-Discretionary Portfolio Management Services under the terms and conditions of this Agreement.

Institutional Client means such firm, company, trust or association who is not individual and has appointed the Portfolio Manager for rendering Non-Discretionary Portfolio Management Services under the terms and conditions of this Agreement.

Authorized Person shall mean authorized representative mandated to operate on behalf of the Client as per Article 1-25.

Non Discretionary Account (NDA) means an Investment Account under Non-Discretionary Portfolio Management Service where portfolio manager provides only services to the client and the portfolio is managed at the discretion of the client.

Equity/Margin shall mean total value of the Portfolios in the relevant investment account of a Client in the form of cash and /or securities less Debt Liabilities (as defined hereunder) including accrued interest.

Liability / Debt Balance shall mean total Margin Loan and all accrued interest, fee & charges to the account at a specific time.

Credit Balance balance owned by the Client in a portfolio account net of all liabilities therein.

Margin Loan Facility means an optional loan facility for the Clients for availing margin loan from the portfolio manager.

Margin Loan means equity-loan ratio as stipulated in Schedule I of Non-Discretionary Portfolio Management Agreement that fixes the amount to be allowed to the client.

Marginable Securities means securities of the stocks exchanges selected by the portfolio manager as eligible for margin loan. Portfolio Manager shall have the right to revise Marginable securities from time to time at his discretion.

Documentation Charge Take 1000/= only.

Settlement Fee means transaction charges for settlement of purchase and sell of securities. Charges shall be based on each transaction volume. The product wise "settlement fee" as stipulated

Interest means percentage of amount charges to the client for availing margin loan facility at a rate as stipulated in Schedule I of Non-Discretionary Portfolio Management Agreement. Such interest on loan shall be calculated daily and charged quarterly basis on the outstanding loan amount of portfolio account. The portfolio manager shall have the right to change such rate from time to time at his discretion with/without giving prior notice to the client(s).

Management Fee means fee charged as set in Schedule I for margin portfolio account(s). Such fees include transaction and custody charges of CDBL for the existing securities held in the portfolio account. Such fee shall be calculated based on the daily balance of the total market value of securities i.e. total portfolio and charged on quarterly basis.

Eligible Claim shall mean the claim of the Client on the corporate announcements that has been legally established.

Asset Value shall mean total portfolio value including cash, accrued dividend and interest less total liabilities including margin loan, accrued interest, management fee, Settlement Fee and other applicable charges.

Appropriate Portion shall mean the portion of the Portfolio of the Client, as determined by the Portfolio Manager, necessary to be disposed off for settling the liabilities of the Client, which shall be decided upon at the sole discretion of the Portfolio Manager.

Means of Communication means the manner which the order have been placed with the Portfolio Manager by the Client for execution of any investment as described in 1-3 at the agreement.

Business Day means the day on which banks and financial institutions are open for business in Bangladesh, except Government holidays,



Valuation Policy means the policy adopted by the Portfolio Manager for valuing the assets of the Portfolio of the Client delineated in Schedule V of this Agreement. The portfolio manager may change the provisions of the valuation policy from time to at his sole discretion.

Withdrawal Facility means a client may withdraw cash/securities from his account provided he has positive purchase power. The client shall be allowed to withdraw funds from accounts maintaining initial margin loan ratio.

Assisted Service Facility means an account holder shall have the privilege to avail assistance from the portfolio manager on different aspects. Assisted fee as stipulated in Schedule I shall be charged on the account holder for availing the facility. Fees will be charged on the market value of the securities calculated on daily basis and charged quarterly.

Value Added Services means different types of value added services designed for different types of accounts as stipulated in schedule I to be provided to the clients by the portfolio manager.

Product Changing Fee means an account holder may request in writing to change his product from one to other at any time complying required criteria and at a cost as stipulated in Schedule I.

Other Depository Services means all fees and charges i.e. Demat, Remat, transmission etc. other than transaction and custody charges of CDBL for the existing securities held in the portfolio account shall be charged only on at actual basis and borne by the client as stipulated in Schedule I.

Fund Netting means a client may avail netting of fund on transaction as a charge as stipulate din Schedule I having prior approval from the portfolio manager.

Electronic Trade means a client may trade i.e. place buy/sell order through electronic media such as telephone/fax/email subject to compliance of the regulatory requirement as stipulated in Schedule I.

Tax Investment Certificate means a client may obtain TIC in his account for income tax purpose at cost as stipulated in Schedule I.

Email Statement means a client may avail his account statement on required basis at a cost as stipulated in Schedule I charged on quarterly basis.

Market Update Report means a client may request for market update report on any other matters related to the market/investment at a cost as stipulated in Schedule I.

Article - 1 Terms of Non Discretionary Portfolio Account

- 1-1 Prior or upon execution of this Agreement, the Client shall (i) open a NDA with the Portfolio Manager may be with an initial deposit amount and (ii) execute Letter of Lien and create a lien over the assets of the Portfolio in favor of the Portfolio Manager.
- 1-2 In case the Client put tick mark for Margin Loan facility, in addition to the documentation in relation to opening of NDA, the Client shall be required to furnish the demand promissory note and revival letter with the application.
- 1-3 The Client has absolute discretionary power to make investment decision and may from time to time instruct the Portfolio Manager to make such investment(s) for and on its behalf by the following Means of Communication through:
 - (a) Order slip of the Portfolio Manager signed by the Client.
 - (b) Written instruction signed by the Client
 - (c) Fax instruction signed by the Client
 - (d) Orders sent in the form of SMS from mobile phone or e-mail as evidence in the system of the Portfolio Manager.
 - (e) Other evidence of order recorded through any recognized mode of communication.
- 1-4 The means of Communication shall constitute evidence of orders made by the Client to the Portfolio Manager. Which when executed shall be conclusive and binding on the Client,
- 1-5 In case the Client wishes to send instructions trough electronic modes (i.e. other than by written instruction handed over physically to the counter of the Portfolio Manager or mail), it shall execute an indemnity Agreement as set out in Schedule III. Provided that instructions given through telephone, if accepted by Portfolio Manager in case of emergence, shall require a written confirmation within 24 hours of giving such oral instruction. In case of failure to give written confirmation by the Client, the transaction that have been done by the Portfolio Manager on the basis of Client's oral or electronic modes instructions, shall be binding on the Client and Portfolio Manager shall have no responsibility or liability for the said transactions.
- 1-6 All instructions and order made by the Client over telephone or any other electronic or electrical devises shall be logged by the Portfolio Manage in its system and such records shall be conclusive that the instructions have been given by the Client and the transactions so ordered or instructed shall be binding to the Client.
- 1-7 Order by electronic transmission to the Portfolio Manager shall be made at the sole risk of the Client and the Portfolio Manager shall under no circumstance be held responsible for any loss due to non-transmission arising out of any electronic, electrical or mechanical fault.
- 1-8 The Portfolio Manager shall open a trading sub-account in the name of the Client with the designated registered broker of the stock exchanges enlisted with the Portfolio Manager, which the Client sets preference to. In case the Client does not indicate any broker preference, the Portfolio Manager shall open the trading sub-account with any enlisted registered broker at its sole discretion.
- 1-9 The Portfolio Manager shall execute the trades through the enlisted registered broker with whom the trading sub-account of the Client is maintained.
- 1-10 The Portfolio Manager shall direct the trades of the Client to the broker maintaining the trading account of the Client and the trades conducted by the broker shall be allocated to the account of the Client on the performance of such broker on actual basis.
- 1-11 The Client shall be eligible to purchase only the securities approved by the Portfolio Manager. Such securities shall be called as Marginable securities.
- 1-12 The Portfolio Manager may, at its discretion. From time to time, add new Securities to or remove existing securities from the list of approved marginable securities.
- 1-13 The Portfolio Manager upon acceptance of an Order shall undertake necessary steps to execute such order of the Client. If the Means of Communication is not satisfactory, the Portfolio Manager shall not be obliged to comply with such Order but may revert back to the Client for clarification.
- 1-14 If the value of an order of the Client exceeds the purchasing power of the Client, which will be determined by the available cash and Margin Loan in the account, the Portfolio Manager shall have the discretion either to reject the order or to modify the order by reducing the order quantity and/or eliminating s specific order.



- 1-15 The sole responsibility for making investment decision shall be on the Client and the Portfolio Manager will not make any discretionary investment decision for or on behalf of the Client. The Portfolio Manager will only act on instructions of the Client in the manner stipulated in Article 1.3 here in above.
- 1-16 The Client hereby confirms that, he is fully aware of the risk of losses arising out of fluctuation in prices of securities and Portfolio Manager has also apprised him accordingly. The Client has agreed to invest through the NDA in spite of the aforesaid risks.
- 1-17 The Portfolio Manager shall under no circumstances be responsible or liable for any result whether adverse or otherwise of the investment decision of the Client.
- 1-18 The Client acknowledge that, Portfolio Manager neither guarantees any rate of return or profit from any investment to the Client nor shall be responsible for any losses caused to the Client due to fluctuations of prices of securities or any other reasons whatsoever in the stock market.
- 1-19 The fund of the Client will be invested in securities, listed or deemed to be listed, with the stock exchanges and financial market in Bangladesh both in primary and secondary.
- 1-20 The NDA may be used for series of transactions by the Client and will continue till the expiry or termination of this Agreement, whichever is earlier.
- 1-21 The Client shall be solely responsible for notifying the Bangladesh Securities and Exchange Commission and other concerned authorities in the ease of acquiring substantial shares of a company and /or trading shares of companies in which the Client holds directorship/associated or in other cases where it is obligatory to notify the regulatory authorities.
- 1-22 The Client shall provide a statement to the Portfolio Manager declaring any of his association with or directorship/associated or in other case where it is obligatory to notify the regulatory authorities.
- 1-23 Portfolio Manager shall not be responsible for losses resulting from any decision made by the issuer company of any securities or any other regulatory in terms of dividend and taxes payments or any other matters. The Client shall have to bear the consequences in such cases.
- 1-24 Upon failure of the Client to adjust his outstanding dues, the Portfolio Manager will be entitled to close all or any accounts of the Client and take appropriate actions, including enforcement of this Agreement and any other collateral. The outstanding dues of the Client shall also be adjusted from the sale proceeds of shares of Client, if any
- 1-25 Appointment/Removal of Authorized Person(s)

The Client may from time to time appoint or remove any person mandated by submission of the form set out in Schedule IV.

- i. An individual Client shall be allowed to appoint only 1 (one) Authorized Person to act on behalf of the Client at any time.
- ii. An institutional Client shall be allowed to appoint a maximum of 3 (three) Authorized persons at a time.

Such Authorized Persons shall be able to do all acts and give instructions or orders for all transactions which the Client would be able to do under this Agreement, including operating the account(s) of the Client and shall be acting for and on behalf of the Client until he is removed in the manner stipulated hereunder. The account(s) of the Client shall be operated singly either by the Client or by the Authorized Person(s) or jointly by Clients or any single client and the Authorized Person(s).

- 1-26 Mandate for Portfolio Manager regarding Authorized Person(s):
 - i. The Portfolio Manager may act on the instructions of an Authorized Person until it actually receives written notice from the Client of the removal of such Authorized Person and may in any event act on any instructions issued by the Authorized Persons before receipt of the written notice of such removal.
 - ii. The Client shall bear the full responsibility of the acts or missions of its Authorized Person. The Portfolio Manager shall not be held liable for any irregularities or unauthorized acts committed by the Authorized Persons including and not limited to, unauthorized placing of sale/purchase orders or withdrawal of fund/securities.
 - iii. In case the Client is a limited company, institution, association, trust or firm, the signatories to this Agreement the Client shall provide full corporate documents, including Board resolution and competent authority's approval (if any) supporting the appointment of Authorized Person prior to the appointment.

1-27 Assisted Service Facility

- i. Clients may avail assisted service facility from the Portfolio Manager at a prescribed fee as stipulated in Schedule I.
- ii. Portfolio Manager will provide present and/or historical information on different security based don published documents as per clients desire in terms of:
 - ▲ Investment related matters;
- ▲ Market conditions/statistics;
- ▲ Fundamental position of securities;

- ▲ Financial analysis of securities;
- ▲ Technical analysis of securities;
- ▲ Alternative investment options;

- ▲ Any other matter in relation to market/security/investment
- iii. Assisted Service facility may be avoided for a minimum period of 03 (three) months and only be withdrawn at the end of a Quarter submitting written application to the Portfolio Manager by the client giving at least 15 days notice.
- iv. The Client shall have to give a written consent in the account opening form to avail assisted facility declaring "he is willingly requested for assisted service facility from the Portfolio Manager to operate his investment portfolio account and shall be personally responsible for any consequences for making investment decision or transaction that may result any profit/loss to his account and nothing shall bind the Portfolio Manager for rendering assisted service to him." The Client hereby acknowledges that the Portfolio Manager shall not be responsible or liable for any consequences resulting from the assisted services rendered by to the Client.

1-28 Diversification of Portfolio

Portfolio of an account shall be constructed in the following manner:

SI No.	Assets Class	Minimum Number of Securities	Maximum exposure to a single security	Minimum Number of Sector to use
1	Marginable Securities	3	75%	N/A

¹⁻²⁹ the client shall provide a statement to the Portfolio Manager declaring any directorship or directorship/sponsorship of any listed company of Bangladesh in the form set out in Schedule II.



Article - 2 Margin Loans

- 2-1 On the application of the Client, the Portfolio Manager may grant a Margin Loan to Client at the ratio determined by the Portfolio Manager.
- 2-2 The Client may avail the Margin Loan to purchase only the securities approved by the Portfolio Manager.
- 2-3 Upon approval of Margin Loan, the Portfolio Manager shall facilitate loan under the Margin Loan Policy from time to time to the NDA of the Client for procurement of securities as per instruction of the Client.
- 2-4 The Margin loan shall first be adjusted from the sale proceeds of the securities from the Client's portfolio.
- 2-5 Once a client purchase securities on margin, he has to maintain a minimum Maintenance Margin Requirement (MMR) in his account. The Maintenance Margin Requirement fixes the point at which the client receives margin call from the Portfolio Manager. If the equity/margin requirement falls below MMR (%) as set forth in Schedule I the portfolio manager may make a margin call requesting the client to deposit additional cash in his account by giving ½ days notice. If the client fails to comply with the margin call, appropriate/entire portion of the securities in the account will be subject to sell by the Portfolio Manager to use the sale proceeds to realize the outstanding margin loan to increase the Equity/Margin and to bring the MMR at its prescribed level.
- 2-6 The Portfolio Manager shall have the right to sale appropriate/entire portion of any security of an account without giving any notice to the client any time if deem fit. The selection securities for sale shall be at the sole discretion of the portfolio manager.
- 2-7 If the Client fails to deposit the request Margin Deposit within the stipulated time or the equity falls below MMR level, the Portfolio Manager shall be entitled to exercise its rights over the Portfolio of the Client in the manner set forth in Article 9 below.
- 2-8 Restriction on Investment in Securities:
 - The Portfolio Manager shall not extend margin loan for purchasing securities except marginable securities.
- 2-9 The client shall be allowed to withdraw funds from accounts having positive purchase power. When the account has a debit balance, the client(s) shall withdraw fund as per current ratio against purchase power. Where the account has debit balance, the client(s) shall be allowed to withdraw entire funds after keeping the retention amount are set forth in Schedule I
- 2-10 Restricted Account
 - i. The Portfolio Manager may at any time from impose restriction on any account from trading, transaction, withdrawal or performing any other activities. Such account shall be treated as "restricted account"
 - ii. No activities shall be allowed to restricted account

Article - 3 Trading Error

- 3-1 A broker shall have committed a trading error, if any discrepancy is detected between the written order placed to the broker(s) and the trade confirmations received from the broker(s) in the following aspects:
 - (a) The securities traded differ from the order placed
 - (b) Executing erroneous trades which differ from the order placed by the Portfolio Manager i.e. executing buy order while sale order was placed and vice versa.
 - (c) Excess order carried out by the broker(s). However, executing lesser quantity of order shall not be deemed to be a trading error.
 - The Portfolio Manager shall not be responsible for any assumption or any obligation to compensate for any damager or loss suffered by the Client due to a trading error committed by the broker(s).
- 3-2 Subject to the provisions under this Article-3, in case the Portfolio Manager commits any error in directing trades to the broker(s), the Portfolio Manager shall reverse the trades within shortest possible time and compensate the account for any realized losses arising out of such wrong transaction. However, the Portfolio Manager shall under no circumstances be liable to compensate any amount more than the actual Loss amount, and will not be liable for any loss of opportunity, loss of profit or future loss.

Article – 4 Covenants

- 4-1 Portfolio Manager will exercise diligent efforts, without any obligation, in buying and selling securities and rendering services related to the maintenance and administration of the Portfolio of the Client in accordance with the instruction of the Client.
- 4-2 The Portfolio Manager shall undertake all necessary steps to make application for Initial Public Offer (IPO) or Pre-IPO placement on behalf of the Client after receiving instruction from the Client.
- 4-3 The Portfolio Manager will maintain separate client wise accounts for the fund and the securities of its clients.
- 4-4 The Portfolio Manager shall act as custodian to all securities of the Portfolio and shall exercise all care and due diligence in the dealing, administration and management of the accounts(s) and the securities of the Client.

Article – 5 Representations and Warranties

- 5-1 Each party hereto represents and warrants that:
 - i) The party has the requisite authority or corporate authorities (as the case may be) to enter into this Agreement and consummate the transactions contemplated by this Agreement, including the obtaining of all requisite consents or approvals of, or exemptions by, any state, government or public bodies and authorities;
 - ii) The signing and delivery of this Agreement and all documents in contemplating thereto and the performance of any transactions contemplated there under will not:
 - Contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, license, permit or consent by which the party is bound or affected; or
 - Cause any limitation on the party (whether imposed by any of its constitutional documents or by any law, order, judgment, agreement, instrument
 or otherwise) to be exceeded.
- 5-2 The representation and warranties in this Article shall be deemed to be repeated, updated mutatis mutandis at each such date, on the date of each transaction undertaken under this Agreement.



Article - 6 Responsibility of Portfolio Manager

- 6-1 The Portfolio Manager shall:
 - (a) Operate the Portfolio of the Client with care and professional integrity, and in accordance with the instruction of or restrictions imposed by the Client.
 - (b) Executes order of the Client as soon as possible upon receipt of instructions and will promptly refund any dues which the Client is entitled under the terms of this Agreement;
 - (c) Provide prospectus, memorandum, and other research materials to the client to assist them for making investment decisions. However, the Portfolio Manager shall under no circumstances be responsible of any misstatements, false representation or error made in such prospectus., memorandum, and other research materials or is under any obligation to verify the information given therein;
 - (d) In case of application in IPO, timely unallocated amounts (if any);
 - (e) Inquire into any written complaint lodged by the Client and ensure redress of any legitimate complaint of the Client within one month of the date of receipt of such written complaint;
 - (f) Make all transaction of the Client within price range advised by the Client in writing;
 - (g) Maintain the Clients account separately from its own account;
 - (h) Provide the Client with periodic reports on the Portfolio, at least once in every three months containing details of the Portfolio, transaction, cash position, incomes and expenses; and
 - (i) Keep all securities bought in the account of the Client in safe custody.
- 6-2 The Portfolio Manager shall not:
 - (a) receive any advantage from the funds or Portfolio of the Client;
 - (b) Furnish any exaggerated information to the Client regarding its competence, skill and success; and
 - (c) Disclose any material financial information of the Client to anybody unless it is required at the direction of any government or regulatory body.

Article - 7 Fees, Charges and Interest

- 7-1 The Portfolio Manager shall be entitled to receive fees for rendering portfolio management services under this Agreement as stipulated in Schedule I or as may be agreed in writing by a separate agreement between the Portfolio Manager and the Client.
- 7-2 The client will pay interest on the Margin loan at the rate as stipulated in Schedule I.
- 7-3 The Portfolio Manager may revise the fees and charges at any time at his sole discretion and the Client shall either accept such changes or may terminate the agreement and close the account.
- 7-4 The Portfolio Manager may revise the interest rate on margin loan at any time at his discretion and the Client shall either accept such changes or repay the loan or terminate the agreement and close the account.
- 7-5 Clients are required to keep purchase limit at the end of each quarter for realization of various charges by the Portfolio Manager.
- 7-6 In case of failure to pay any of the fees, charges or expenses under this Agreement by the Client to the Portfolio Manager within 15 days after such payment becomes due, the Portfolio Manager may realize the accrued charges/fees and interest by selling of securities within 1 (one) months.

Article - 8 Reporting and Notifying

- 8-1 The Portfolio Manager will provide the Investor a report at least once in every three months that will contain details information of the portfolio, securities, credit/debit balance on the date of reporting, details of all transaction, all financial gains received, and expenses incurred.
- 8-2 The Portfolio Manager may provide any other optional reports upon written request of the Client where it deems appropriate.
- 8-3 The Portfolio Manager will notify the Client in writing in event the total value of securities in the Portfolio falls below MMR.

Article - 9 Enforcement of Lien

- 9-1 The Portfolio Manager shall be entitled to exercise lien over the assets of Portfolio of the Client under the provisions of this Agreement without any prior notice to the Client.
- 9-2 The Portfolio Manager will sell the Appropriate Portion of the Client's portfolio.
- 9-3 If the sale proceeds of the Appropriate Portion or any part thereof exceed the required Margin Deposit with interest or any outstanding indebtedness of the Client under this Agreement, the excess funds after adjustment will be deposited to the client account.
- 9-4 If the sale proceeds of the Appropriate Portion or any part thereof are less than the required Margin Deposit with interest or any outstanding indebtedness of the Client under this Agreement, the Portfolio Manager may make margin call for adjustment of the shortfall and to maintain MMR (Maintenance Margin Requirement).

If any provision or condition of this Non-Discretionary Portfolio Management Service Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall apply only to such provision or condition. The validity of remaining of the agreement shall not be affected and the Agreement shall be carried out as if such invalid or unenforceable provision was not contained therein.

Article -10 Transmissions or Settlement of Account In the Event of Death

- 10-1 In the event of death of the Client, the nominee(s) as prescribed by the Client in the Application Form shall be the only person recognized by the Manager as being entitled to the assets of the portfolio.
- 10-2 In case nominee(s) are not mentioned, the Portfolio Manager shall not be obliged to deal with any person or persons or accept any right, title or interest of any person unless such person is holding a valid succession certificate, probate or letter of administration covering the investment from a court of competent jurisdiction and subject to such further documents or evidence that the Portfolio Manager may deem fit.
- 10-3 Information as to death of a client must be communicated to the portfolio manager as early as possible by the successor of the deceased person.



- 10-4 In case of joint account, the surviving client will be allowed to operate the account unless otherwise indicated at the time of opening the account. However, If any claim, arises from the successor(s) of the deceased client, the portfolio manager shall have the right to settle the clime/matter at his discretion.
- 10-5 In case of single account, the operation of the account will be ceased as soon as the portfolio manager is informed about the death of the Client.
- 10-6 The fund/securities available in the accounts after meeting all liabilities and expenses of the Portfolio Manager will be handed over to the nominee(s) mentioned by the client and in case no such nominee is mentioned by the Client, to the legal heirs and successors.

Article 11 - Allocation of IPO and Pre-IPO Securities

- 11-1 Allocation of IPO securities to investment accounts shall be made on actual basis, i.e. the amount of shares allotted to the Client by the issuing company
- 11-2 Allocation of pre-IPO placement shares to the Client shall be made in proportion to the orders of the clients (including the Client) subscribing for the same shares where the available shares is less than the total orders submitted.
- 11-3 The Portfolio Manager shall determine the amount of available securities for allocating among the clients.

Article 12 Valuation of Assets

- 12-1 The assets of the Portfolio of the Client shall be valued following the provisions of the Valuation Policy adopted by the Portfolio Manager delineated in Schedule V of this Agreement.
- 12-2 The Portfolio Manager may from time to time revise all or any provisions of the Valuation Policy. However, the Manager shall notify the Client any
- 12-3 The value of the Portfolio shall be applied for determining management fee and other applicable charges and also shall be used for reporting purpose.

Article 13 Notice

- 13-1 Any notice under this Agreement shall be in writing and then confirmed by registered mail or courier service, in the manner as elected by the party giving such notice to the addresses provided in Schedule I.
- 13-2 All notices shall be deemed to have been validly given on (i) the Business Day when the transmission was made, if transmitted by facsimile transmission, or (ii) the expiry of three Business Days after posting if transmitted by registered mail or (iii) the Business Day of receipt, if transmitted
- 13-3 Any Party may from time to time, change its address or representative for receipt of notices provided in this Agreement by giving to the other party, not less than 10 (Ten) days prior written notice.

Article-14 Termination of Agreement

- 14-1 This Agreement shall remain in force until terminated by the Portfolio Manager giving to the other not less than 60(sixty) Business Day's notice in writing provided that either party may upon serving written notice to terminate this Agreement in occurrence of any one of the following events:
 - (a) The other party is in breach of any material terms of this Agreement, which shall not have been remedied within 15 (fifteen) days after serving of written notice requiring the breach to be remedied.
 - (b) The other party go into bankruptcy or liquidation, a resolution is passed for its winding up or a receiver or similar officer is appointed over any assets of that party
 - (c) Voluntary or compulsory termination of portfolio management services by the Portfolio Manager.
 - (d) Suspension or termination of registration of Portfolio Manager by the Bangladesh Security and Exchange Commission (BSEC).
 - (e) Occurrence of any other matter that causes permanent disability for the Portfolio Manage to carry out the portfolio management functions.
- 14-2 Upon termination of this Agreement, the Portfolio Manager shall at the option of the Client deliver the securities and/or cash in its custody hereunder to the Client, or to a bank or agent of the Client, or to a bank or agent of the Clients. However the Portfolio Manager shall not be required to make any such delivery or payments until full payment shall have been made by the Client of all fees, cost and expenses due to the Portfolio Manager, including reasonable expenses incurred in connection with such delivery of securities and cash.
- 14-3 Settlement of cash and delivery of securities, if any, will be made within 7 (seven) Business Days by the Portfolio Manager, provided such securities are available with the manager. However, if the Client opts for settling of securities by selling them in the market and if the Portfolio Manager agrees to such proposal, it will be executed within the time allowed by the market conditions.
- 14-4 The Portfolio Manager reserves the right and sole discretion to liquidate the Portfolio of the Client in whole or in part without notice to the Client and to disburse the NAV to the Client if the Portfolio Manager deems that such action is necessary or expedient for any reason whatsoever, including the compliance of any applicable law or regulation.

Article - 15 Closures of Accounts

- 15-1 Upon receipt of notice from the clients the Portfolio Manager shall take necessary steps to close the accounts and refund the fund/securities to the client after adjustment of all outstanding liabilities.
- 15-2 The Portfolio Manager reserves the right to freeze/suspend/close of any account of the client of his discretion at any time without giving any reason to the clients and refunds the fund/securities to the clients after adjustment of all outstanding liabilities.

Article 16 - Dispute and Settlement

- 16-1 All questions of differences whatsoever which may at any time hereafter arise between the parties hereto or their respective representatives relating to these presents or the subject matter hereof or arising out of or in connection hereto (as the case may be) shall be referred to a single Arbitrator on mutual agreement, otherwise two umpires in accordance with and subject to the provision of the Arbitration Act 2001.
- 16-2 The venue of arbitration shall be in Bangladesh.



Article-17 Force Measure

- 17-1 The Portfolio Manager shall not be held responsible for any losses caused to the Client due to the following occurrence:
- (a) Irrational behavior of the capital market, structural changes in the economy, or any fundamental change in the securities issuing companies.
- (b) Failure to pay dividend or interest by any issuing companies.
- (c) Uncertainties cause by political or social instability or change in nay law or regulations of the country.
- (d) Occurrence of any other factors beyond the control of the Portfolio Manager.

Article -18 Governing law and jurisdiction

18-1 This agreement shall be governed by the laws of the Bangladesh.

Article 19 - Taxes

19-1 The Portfolio Manger shall make necessary income tax, deduction from the account(s) of the Client in accordance to the fiscal laws of the country.

Article - 20 powers of Attorney

- 20-1 The Client hereby appoints the Portfolio Manager as its attorney, with full powers and authority, in the name of the Client, to take all necessary actions, whether in the name of the Client or otherwise, take legal proceedings or such other actions, to effect anything or matter, and such act shall be deemed to have been done for and on behalf of the Client, in accordance with this Agreement.
- 20-2 As the attorney of the Client, the Portfolio Manager shall be empowered, among other things, apply for IPO securities, receive certificates against allotment letters, buy and sell securities from the secondary market, dematerialize shares, transfer and register such securities with issuing companies, issue proxy, attend and vote at the Annual General Meetings, claim and collect dividend, bonus and right shares with respect to companies whose securities shall be held by the Portfolio Manager, open and operate trading account or accounts with registered brokers for and on behalf of the Client.

Article 21 Miscellaneous

- 21-1 The Portfolio Manager is 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.
- 21-2 The Portfolio Manager shall have the right to be fully indemnified for any loss, claim, damages or expenses arising out of the regular operation, administration and management of the Portfolio from the account(s) of the Client or proceeds from the sale of the Portfolio or any part thereof, provided that the Portfolio Manager has acted in good faith.
- 21-3 The schedule(s) and any rider(s) attached hereto including the Portfolio Account Opening Form, together with this Agreement shall constitute the entire Agreement between the parties hereto and supplement this Agreement.
- 21-4 This Agreement is or shall be in compliance with the Bangladesh Securities and Exchange Commission (BSEC) laws and such rules, regulations, notices or circulars issued by the Bangladesh Securities and Exchange Commission from time to time.

In Witness Whereof: The parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized representatives of the day and year first written above.

For and on behalf of the UniCap Investments Limited	For and on	behalf of the Client	
Name:	Principal A	pplicant:	Joint Applicant:
Designation:	Address:		Address:
In the Witness of		In the Witness of	
Signature:		Signature:	
Name:		Name:	
Address:		Address:	

SHEDULE 1 : Non-Discretionary Protfolio Management Agreement

Portfolio Manager may change any provisions of this Schedule I from time to time:

1.	the loan-sanctioned amount should not exceed Taka 100,000,000/- (Ten Core).					
2.	Debt to Equity Ratio :					
3.	Equity: Total Asset Value of the Portfolio – Debt Liability i.e. Equity is the value of the Total Asset Value of the Portfolio net of Debt Liability.					
4.	Total Asset Value of the Portfolio: Cost Value/Market Value whichever is low of Securities + Cash + Accrued Dividend/Interest i.e. Total Asset Value of the Portfolio is the sum of the Cost Value/Market Value whichever is low of Securities, cash, and accrued dividend and interest on the investments.					
5.	Debt Liability: Extended Margin Loan + Accrued Interest i.e. [Debt Liability is the su	um of extended margin loan and accrued interest thereon.			
6.	First Minimum Debt Liability : Equity comes down to	of	the total Debt Liability.			
7.	Second Minimum Debt Liability: Equity comes down to		of the total Debt Liability.			
8.	Margin Deposit: Debt Liability – Equity, i.e. the Call Mount of MacClient.	argin Deposit shall be	the difference between the Debt Liability and the Equity of the			
Sig	gnature of Principal Applicant		Signature of Joint Applicant			
Na	me:		Name:			
Da	te:		Date:			

DEMAND PROMISSORY NOTE

То

The Managing Director

UNICAP Investments Limited Noor Tower, 4th Floor 73 Sonargaon Road Dhaka-1205, Bangladesh

Tk		Date	:
' '		STMENTS LIMITED or order the sum of Tk.	
(Taka		% per annum being the amount of margin loan owing	•
agreement No	Dated	and any subsequent amendment thereof betw	een me/us and UNICAP
INVESTMENTS LIMITED			

Revenue Stamp Tk. 20.00 (Please cancel the stamps by signing on them) Principal Applicant
Signature:

Name:

Father's Name:

Address:

Joint Applicant
Signature:

Name:

Father's Name:

Address:

LETTER OF CONTINUTY Date: The Managing Director **UNICAP Investments Limited** Noor Tower, 4th Floor 73 Sonargaon Road Dhaka-1205, Bangladesh Dear Sir, I/We (1) Name Father's Name (2) Name Father's Name only signed by me/us which is given to you as security for the repayment of the credit facility in relation with my/our Portfolio Investment Account which is at present outstanding in my/our an /or any other amount which I/we may avail of hereafter and the said Promissory note notwithstanding the fact that by payments made into the account of the credit facility from time to time the same may be reduced or extinguished or even that the balance of the said accounts may be at credit. Only executed in the Limitation Act (ACT IX of 1998), and or any amendment thereto, in order to prejudice any question of limitation of law, that I/we am/are liable to you for payment of the amount mentioned in the Promissory Note(s) together with interest thereon and such Promissory Note(s), together with together with interest thereon and such Promissory Note shall remain in force. I also acknowledge that the limitation of the Demand Promissory Note shall be suspended until I/we default in payment of the dues and the limitation shall start from the date of default.

Yours Faithfully,

Signature of Principal Applicant

Name:

Date:

Signature of Joint Applicant

Name:

Date:

REVIVAL LETTER

То

The Managing Director

UNICAP Investments Limited Noor Tower, 4th Floor 73 Sonargaon Road Dhaka-1205, Bangladesh

With reference to my/our investor's discretionary investment			
Account Name:		_ Account No	maintained with
you secured by a Demand Promissory Note dated	for Tk	in word (
only) with interest at the rate of, or as may be fixed b	by Portfolio Manager	from time to time, made	e by me/us in favor of UNICAP INVEST-
MENTS LIMITED, and endorsed by the payees to you. I/We ack	nowledge for the pur	rpose of section 19 of th	e Limitation Act IX of 1908 and any like
Limitation Law in order to proceed any question of Limitation Law	that I am/ we shall be	e liable to you for payme	nt of all payable under Non Discretionary
Portfolio Management Agreement (NDPMA).			

I/we further declare to the effect that the aforesaid Demand Promissory Note shall be a continuing security.

Revenue Stamp Tk. 20.00 (Please cancel the stamps by signing on them) Principal Applicant
Signature:
Name:
Father's Name:
Address:

Joint Applicant
Signature:
Name:
Father's Name:
Address:

LETTER OF LIEN

Date:

The Managing Director

UNICAP Investments Limited Noor Tower, 4th Floor 73 Sonargaon Road Dhaka-1205, Bangladesh

Dear Sir.

In consideration of your granting loan to us under the terms and conditions of the Loan Agreement for Non Discretionary Portfolio Management dated______ (the "Agreement"), and for settlement on demand of all amounts due or which hereafter may become due from me/us to you, as well as for all settlement on demand of all interest thereon at the rate or rates that you may from time to time determine as payable thereon and all costs, charges and expenses, I/we hereby declare pledge and declare as follows:

- 1. I/We pledge with you as security for repayment to you all shares, stock and securities with transfer forms duly signed in blank and/or securities duly endorsed in your favor which I/we now deposit or which I/we have deposited with you or which is in your possession held on my/our behalf and also all shares, stocks and/or securities which I/we may hereafter deposit with you in addition to or in substitution for the shares, stocks and/or securities already deposited or which may hereafter come into your possession on my/our behalf.
- 2. I/we the undersigned hereby constitute and appoint you as my/our attorney for the purpose hereafter mentioned and specially authorize and empower you and all attorney holding power of attorney on your behalf to fill up and complete any incomplete transfer form attached to any of such shares, stocks, and/or securities and to insert your or that of any other nominee of UNICAP INVESTMENTS LIMITED therein and give effect to any transfer of shares, stocks and/or securities (whether dematerialized or not) as transferor of the shares and/or stocks enumerated therein and to sign or as the case may be to sign, seal, execute and deliver any such transfer or other documents that may be necessary or required for the purpose of completing your title to any such shares, stocks and/or securities and register the same in the books of the concerned company or entity to which the same relate or with the public office in case of securities and obtain fresh script or scripts for the shares, stocks and/or securities enumerated herein the name of UCAPIL or in that of any other employee or nominee of UNICAP INVESTMENTS LIMITED without any reference to or consent of me/us.
- 3. I/we hereby authorize you to pledge and/or sell and absolutely dispose of all or any such shares, stocks and/or securities at such price and in such manner as you may think fit without any reference to or consent of me/us and I/we hereby agree at your request to sign and/or endorse of as the case may be to sign, seal, execute and deliver any transfer or other document that may be necessary or required by you for the purpose of completing your title to any such shares, stock and/or securities for the purpose of completing the seal thereof.
- 4. Any of my/our failing to do so I/we authorize and empower you and all attorney holding powers of attorney on your behalf to sign, seal, execute and deliver any transfer or other documents for the purpose of effecting and completing the sale in my/our name and I/we further authorize you to reimburse yourself out of the proceeds of any pledge or sale all costs, charges and expenses incurred by you in transferring and selling all or any such shares, stocks and/or securities or maintaining the value thereof or otherwise in connection therewith.
- 5. I/we declare that you shall not be responsible for any loss from or through any brokers or others employed in the sale of any such shares, stocks and/or securities or for any loss or depreciation in value of any such shares, stocks and/or securities arising from or through any cause whatsoever and deficiency whatsoever and howsoever arising.
- 6. I/we agree to make good any payment on demand to you and it is further agreed that you shall have a lien on all such shares, stocks and/or securities or the proceeds thereof after sale (if sold) as security for or in part payment of any other debt due to liability then incurred or likely to be incurred by me/us to you and I/we further make good any payment on demand to you.
- 7. It is further agreed that you shall have a lien on all such shares, stocks and/or securities or the proceeds thereof after sale (if sold) as security for or in part payment of any other debt due or liability then incurred or likely to be incurred by me/us to you.
- 8. I/we authorize you to collect all dividends and bonuses or interest as the case may be payable or hereafter paid in respect of any shares, stocks and/or securities and agree to sign all such further documents as may be necessary for effectual to vest in or secure to you the property in the said shares, stocks and/or securities and dividends, bonuses and interest payable in respect thereof or to effect the selling or transferring of the same or to enable you to obtain new shares, stocks and/or scrip in the event of any company being would up or reconstituted.
- 9. I/we agree at all times to keep up the value of such shares, stocks and/or securities and in the event of a temporary or permanent depreciation in value of any such shares, stocks and/or securities at your request to pay to you in money the difference between the market value of any such shares, stocks and securities on the day when they were deposited with or came into your possession and on the date on which you may call upon me/us to deposit such difference.



- 10. I/we expressly agree that in the event of any of the shares, pledged by me/us with you being partly paid shares I/we shall immediately on a call being made pay the amount of such call to you and my/our failure to do so, you shall, without being bound to do so, be entitled at your discretion either to pay the amount of such call and to debit the same to my/our account or to sell off such shares in the manner mentioned herein above. In the event of your paying amount of call I/we shall immediately reimburse the amount to you with interest thereon as prescribed or effective during the period from the date of your payment till my settlement of the outstanding amount.
- 11. In the event of my/our failure to comply with such request or failure to pay to you on demand all or any part of the money due/ owing by me/us to you, I/we hereby authorize you to exercise all or any of the powers hereby conferred upon you and I/we declare that you shall not be answerable or responsible for any damage or depreciation which any such shares, stocks and/or securities may suffer whilst in your possession under this agreement nor shall you be under any liability whatsoever to make any payment or money or to do any other act or things for the purpose of preventing loss or depreciation in the value of the said shares, stocks, and/or securities.
- 12. I/We admit and acknowledge that until the termination or expiration of the Agreement and all our indebtedness thereto have been discharged in full, the securities in our Portfolio and any amount available in our accounts with Portfolio Manager will remain subject to the security created by this Letter.
- 13. I/We hereby agree that upon occurrence of any circumstances under the Agreement which entitles you to exercise your lien, and transfer or apply all or any of the monies from time to time standing to the credit of my/our accounts in or towards the discharge and satisfaction of any of our liabilities with you.
- 14. I/We hereby further agree that you may set off any amount standing to the credit of any of my/our accounts against any amount owed by me/us to you under the Agreement but unpaid and such right of set off shall be irrevocable and binding until all our liabilities with you have been irrevocably and fully discharged.
- 15. I/we hereby also agree that any notice in writing required to be served herein shall be sufficiently served if addressed to me/us at my/our address registered with you or in the event of no such address being registered, at my/our last known place of residence or business and left at such address or place or if forwarded to me/us by post at the address or place aforesaid. A notice sent by post shall be deemed to have been given at the time when in due course of post it would be delivered at the address to which it is sent. I/we also agree that the notice may be served through facsimile, email, or any other electronic media.

IN WITNESS WHEREOF I/we hereunto set my/our hands this the day	of, 20
For and on behalf of the Client	In the Witness of:
Signature:	Signature:
Name:	Name:
Father's Name:	Father's Name:
Address:	Address:
Audiess.	Address
Signature of Principal Applicant	Signature of Joint Applicant
Name:	Name:

Date:

Date:

Letter of Guarantee

Date:

The Managing Director

UNICAP Investments Limited Noor Tower, 4th Floor 73 Sonargaon Road Dhaka-1205, Bangladesh

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In consideration of making or continuing advances or otherwise giving or continuing credit or accommodation to				
hereinafter called the Principal, I/we jointly and severally guarantee to you due repayment, within two days after demand of all money				
which shall at any time be due to you from the Principal, in any shape of from, together with the interest, charges, cost etc. provided that the total amount				
recoverable from me/us jointly and severally under this guarantee shall not ant any time exceed the principal sum of TK.				
(Take) only exclusive of interest and charges,				

And I/we jointly, further agree as under:

- My/our liability under this guarantee shall be as that of a Principal debtor and you may at your option hold me/us primarily responsible for the liability
 of the Principal.
- 2. This guarantee shall be a continuing security binding on me/us and my/our personal representative(s) until receipt by you of written notice of discontinuance thereof and notwithstanding such discontinuance or any release or grating of time or other indulgence by you any one or more of us, this guarantee shall remain a continuing security as regards the other or others. In case of discontinuance by notice, this guarantee shall nevertheless as to the parties giving notice, continue to be binding on them and their personal representative in respect of all liabilities of the Principal up to the limit mentioned above at the date of receipt of such notice, whether certain or contingent, and also for any credit established for the Principal and for all instruments, drawn on you or accept by you, for the benefit of the Principal and purporting to be dated on or before the date of receipt of the notice, though actually paid or honored after that date.
- 3. This guarantee is additional and without prejudiced to, any other guarantee to securities given by me/us in respect of any indebtedness covered by this guarantee.
- 4. The guarantee shall not be discharged or prejudiced by any partial payment or by settlement of accounts or existence of a credit balance of the Principal at any time or by discharged or the Principal by operation of law of for any other reasons.
- 5. Yow may, as you think fit and without references to me/us, grant the Principal time or other indulgence or make or accept any arrangement or composition with him in respect or any indebtedness hereby guaranteed, and also vary, renew, release, realize or in anyway deal with any security or right, now or hereafter, held by you in respect of the indebtedness.
- 6. You may deal with any dividend; partial payment etc. received in respect of the indebtedness hereby guaranteed, and also with and held or proceeds thereof, as you may deem fit so as to confer on you maximum benefits.
- 7. In respect of any security held in respect of the indebtedness hereby guaranteed, I/we shall not do or cause to be done, anything that will impair their value or incase of insolvency of the Principal or a co-surety not prove in competition until all the money due to you are repaid.
- 8. Any account, settled between you and the Principal as well as any statement of the Bank regarding the amount due to you at any time, will be accepted by me/us as conclusive evidence of the extent of my/our liability hereunder.
- 9. In the case of the principal or us being a firm, any change in the constitution shall not after our liability hereunder.
- 10. Where the Principal purports to act on behalf of another Person or Corporation or Company, you shall not be bound to enquire into the power of such Principal and all the money borrowed by him will be covered by this guarantee notwithstanding any absence or insufficiency of or irregular in the exercise of the power.
- 11. Any notice, by way of demand request or otherwise hereunder, may be given to me/us or any of us personally or may be left at the last known place of business or residence ort may be sent to me/us in due course of post. If for want of address or otherwise, the notice cannot be given by post, an advertisement in a newspaper shall be deemed sufficiency notice given on the day advertisement appears.

Dated this	day	20
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GUARANTOR				
Name of Guarantor 1				
Father's Name				
Mother's Name				
Spouse's Name				
TIN			Date of Birth	D D M M Y Y Y
National ID				
Address				
			Phone	
Name of Guarantor 2				
Father's Name				
Mother's Name				
Spouse's Name				
TIN			Date of Birth	DDMMYYYY
National ID				
Address				
			Phone	
Photograph & Signature				
Photograph of	Photograph of			
Guarantor 1	Guarantor 2			
Signature of Guarantor 1	Signature of Guarantor 2			
Witness				
Signature:		Signature:		
Name:		. Name:		
Father's Name:		Father's Name:		
Address:		Address:		

Required Documents for Account Opening

For Individual A/C Opening

- 2 passport size Photographs of the Applicant (attested by the introducer)
- 1 passport size photograph of the Nominees (attested by the Applicant). In case the Nominee is a minor, a document of Guardian must be
 provided by the Applicant.
- Photocopy of National ID (account holder & nominees)
 - If National ID Card is not available, then copy of Passport/Driving License/Nationality Certificate with attested.
- · Bank Certificate/Bank Statement
- Photocopy of TIN Certificate
- Photocopy of Employee ID Card /Letter of Introduction from Employer /Visiting Card /approval of Operational Head (applicable only for service holders)
- Trade License/approval of Operational Head (applicable for businessperson)
- 1 photograph of the Authorized person, if any (attested by the Applicant) and also a copy of any national ID of the Authorized person

For Non-Resident Bangladeshi (Individual & Joint):

- Two copies passport size photograph of the account holder [Attested by accountholder at the back]
- · Photocopy of Passport (with valid visa) of account holder
- · Copy of Service agreement with the employer / Work permit / Residence Permit/ Business documents
- · Foreign Currency (FC) Bank account certificate containing name of the applicant, name of father & mother and bank account number
- One copy Passport size photograph of the Nominee(s), if any. [Attested by account holder]
- · One copy passport size photograph of authorized person [attested by account holder]
- · One copy passport size photograph & Photocopy of National ID / Valid passport of Power of Attorney [attested by accountholder]
- Two copies passport size photograph of 2nd applicant [Attested by accountholder at the back]
- · Photocopy of Passport (with valid visa) of 2nd applicant

For Corporate A/C Opening

List of Required Documents for a Proprietorship Concern

- · Copy of valid Trade License
- · Photocopy of TIN Certificate
- 1 Photograph of the Authorized Signatory (if any) attested by the Principal Applicant
- · If Nominee is mentioned, then signature and 1 photograph of the Nominee, attested by the Applicant

List of Required Documents for a Partnership Concern

- · Copy of valid Trade License
- Photocopy of TIN Certificate
- Partnership Deed
- 1 Photograph of the Authorized Signatory (if any) attested by all the partners
- Partners' Letter of Authority to open account and authorization for operation

List of Required Documents for a Limited Liability Company

- · Copy of valid Trade License
- Photocopy of TIN Certificate
- Copy of RJSC Certified Memorandum and Articles of Association
 - 01. Copy of Certificate of Incorporation and Certificate for Commencement of Business (for Public Limited Companies)
 - 02. Latest copy of Form XII
 - 03. List of Directors along with addresses, or
 - 04. A license from Bangladesh Bank (in case of financial Institutions)
- List of Authorized Signatories along with address
- Copy of Board resolution to open the account and authorization for operation

List of Required Documents for an Association/Trust /Society /Provident Fund

- Trust Deed (for trust accounts only)
- · Copy of constitution /bylaws /rules
- · Certificate of Registration
- List of members of the Governing Bodies along with addresses
- Copy of resolution of the Governing Body to open the account and authorization for operation
- · List of Authorized Signatories along with addresses
- Recognition Letter from NBR (for provident funds only)

* Subject to change at the discretion of portfolio manager Note : All photocopy documents must be attested by account holder(s)





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