



**Depository Account (BO Account) opened with CDBL Participant
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 **Commercial Bank of Ceylon PLC** (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) Act only on the instructions or mandate of the Account Holder or that of such person(s) as may have been duly authorized by the Account Holder in that behalf.
 - b) Not effect any debit or credit to and from the account of the Account Holder without appropriate instructions from the Account Holder.
 - c) Maintain adequate audit trail of the execution of the instructions of the Account Holder.
 - d) Not honour or act upon any instructions for effecting any debit to the account of the Account Holder in respect of any securities unless:
 - (i) Such instructions are issued by the Account Holder under his signature or that of his/its constituted attorney duly authorized in that behalf;
 - (ii) The CDBL Participant is satisfied that the signature of the Account Holder under which instructions are issued matches with the specimen of the Account Holder or his / its constituted attorney available on the records of the CDBL Participant;
 - (iii) The balance of clear securities available in the Account Holder's account are sufficient to honour the Account Holder's instructions.
 - e) Furnish to the Account Holder a statement of account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each financial year. The CDBL Participant shall furnish such statements at such shorter periods as may be required by the Account Holder on payment of such charges by the Account Holder as may be specified by the CDBL Participant. The Account Holder shall scrutinize every statement of account received from the CDBL Participant for the accuracy and veracity thereof and shall promptly bring to the notice of the CDBL Participant any mistakes, inaccuracies or discrepancies in such statements.
 - f) Promptly attend to all grievances / complaints of the Account Holder and shall resolve all such grievances / complaints as it relate to matters exclusively within the domain of the CDBL Participant within one month of the same being brought to the notice of the CDBL Participant and shall forthwith forward to and follow up with CDBL all other grievances / complaints of the Account Holder on the same being brought to the notice of the CDBL Participant and shall endeavour to resolve the same at the earliest.
9. The CDBL Participant shall be entitled to terminate the account relationship in the event of the Account Holder:
 - (a) Failing to pay the fees or charges as may be mutually agreed upon within a period of one month from the date of demand made in that behalf;
 - (b) Submitting for dematerialization any certificates or other documents of title which are forged, fabricated, counterfeit or stolen or have been obtained by forgery or the transfer whereof is restrained or prohibited by any direction, order or decree of any court or the Securities and Exchange Commission;
 - (c) Commits or participates in any fraud or other act of moral turpitude in his / its dealings with the CDBL Participant;
 - (d) Otherwise misconducts himself in any manner.

10. Declaration and Signature

I/we hereby acknowledge that I/we have read and understood the aforesaid terms and conditions for operating Depository Account (BO Account) with CDBL Participant and agree to comply with them.

Applicants	Name of applicants / Authorized signatories in case of Ltd Co.	Signature with date
First Applicant		
Second		
3 rd Signatory (Ltd Co. only)		