

Account Opening Form

INDIVIDUAL ACCOUNT

- ☐ Savings Account
- ☐ Current Account
- ☐ S N D Account
- ☐ Star Savings Account
- ☐ Duranta (School Banking) Account
- ☐ Others (Please Specify)

Name :

Account Number :

Customer ID :

This is an agreement between account holders ('the Customer') and Bank Asia Limited ('Bank Asia' or 'the Bank') setting forth the terms and conditions for each account with Bank Asia. By signing an account application signature card or by using an account, the Customer agrees to be bound by these terms and conditions, as amended from time to time.

1. GOVERNING LAW, REGULATIONS AND RULES

Account and all related transactions are governed by applicable law and regulation of Bangladesh, operating circulars, the rules of any clearing house or similar association to which Bank Asia* may belong and get commercial bank practices applicable to the services in connection with the accounts. It will be deemed that the operator of the account is well aware of the common laws and agreed to conform.

2. CREDITS TO THE ACCOUNTS

Each deposited cheque, draft, acceptance or other instrument (an "item"), including cash letter items, and each other instruction, order, electronic funds transfer or advice received for credit to an account is credited subject final payment. Bank Asia decides what process will be used to obtain final payment of an item and may use other banks in the process. The amount of any deposited item including cash letter items, returned unpaid to reason will be debited for the amount so credited with charges and interest (if any), to the appropriate account unless otherwise agreed in writing.

3. TELEGRAPHIC/ELECTRONIC FUND TRANSFER

There may be certain types of fund transfer for which a customer may wish to specify the payment system in its instruction to the Bank. In such cases, the Bank will attempt to execute the instructions as specified by Customer. Bank Asia reserves the right to route the funds transfer via any means available in order to execute the transfer instructions on the specified payment date. Neither the Bank nor subsequent banks in the process necessarily investigate discrepancies between names and identifying or account numbers and may execute instructions on the basis of the number given in the instructions even if such number identifies a person differ from the named bank or beneficiary.

4. ORDERS TO STOP PAYMENT OR AMEND INSTRUCTIONS

Generally, a Customer may place a stop payment order on an item it has issued, provided that the Bank has a reasonable opportunity to act on such order. Only an authorized or his or her authorized designee may place a stop payment order, which must specify the account number, the payee, the issue date, the exact amount and the serial number of the item. A stop payment order placed after an item has been certified, issued or paid is ineffective. The Customer must furnish the Bank with a written order to stop payment which describes the item as set forth above.

5. PERIODIC STATEMENTS AND ADVICES

Customers may choose to receive account statements (a "Statement") monthly, half yearly or yearly. The Customer hereby agrees to promptly notify the Bank of the failure to receive an expected Statement or advice, and promptly examine any Statement or advice received and to notify the Bank in writing; within fifteen (15) calendar days after the Statement or advice is mailed, transmitted, or otherwise made available to the Customer; any errors, discrepancies or irregularities, including, but not limited to, unauthorized or altered signatures or amounts, unauthorized transfers or withdrawals of funds.

6. OVERDRAFTS

The Customer hereby authorizes Bank Asia to charge interest on the amount of any overdraft or account during the continuance of such overdraft at the prevailing rate charged on lending by the Bank during the period of the overdraft unless otherwise agreed. Unless otherwise agreed to in writing, Bank Asia is under no obligation to permit any overdraft or to continue to permit any overdraft and may any time require payment. Outstanding overdraft allowed temporarily during the course of business.

7. FEES

The Customer hereby agrees to pay and hereby authorizes the Bank to charge to any account of the Customer, all fees and charges incurred from time to time for any services provided and to set off and apply, as necessary amounts in any such account to satisfy any obligation owing by the Customer to the Bank.

8. AUTHORISED INDIVIDUALS

Bank Asia Limited is hereby authorized to rely upon any document delivered by the Customer to Bank Asia which indicates that an individual is authorized to act on the Customer's behalf.

9. BALANCE INFORMATION

The Customer hereby waives any claim against Bank Asia based on oral representations made to any representative of the Customer regarding balance information provided by Bank Asia Limited.

10. TERMINATION OF THE ACCOUNT

The Customer or Bank Asia may close an account or any related service at any time. The Customer shall receive any finally collected and available balance after recovery charge of all dues to the Bank in the account as a time it is closed. Bank Asia may return unpaid any items presented on a closed account.

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11. EXCHANGE OF INFORMATION

Although it is the Bank's policy to treat Customer information with the greatest of confidence and discretion, in the absence of any agreement to the contrary, Bank Asia Limited and its branches reserves the right to each among themselves information about a Customer and any or all of its accounts. The Bank, at its sole discretion, may make and retain recordings of telephone conversations between the Customer and the Bank Authority granted by this provision shall survive the termination of this Agreement or the closing of the account.

12. CHANGES TO THESE TERMS AND CONDITIONS

Bank Asia Limited may, at any time, as it deems necessary, add to, delete from or change these terms and conditions, but is not required to provide prior notice of such changes; notice, if provided ordinary mail, shall be deemed sufficient. Changes to these terms and conditions required by law will be implemented immediately or as required by law.

13. FORCE MAJEURE

To the extent Bank Asia's performance of any service in connection with an account is prevented, hindered, delayed or otherwise made Impracticable by reason of an act of God, catastrophe, war, civil or industrial disturb electrical, mechanical, communications or computer failure or any other cause beyond Bank's control and that cannot be overcome by reasonable diligence and without unusual expense, Bank Asia shall be excused from performance. The Bank shall not be liable for any loss or any damage attributable to such failure of or delay in performance.

14. GENERAL INDEMNIFICATION

Customer hereby agrees to indemnify and hold Bank Asia, its successors, assigns, correspondents, directors, officers, employees and agents harmless from and against all loss, costs, damages, expenses (including legal and liability for any claim or demand based in whole or in part of an action or omission of Bank Asia resulting from a request, direction, instruction from the Customer, Including claims, or demands expressly based on alleged negligence of the Bank. This indemnity shall not relieve and indemnify Bank Asia from and against its gross negligence or willful misconduct.

15. MINIMUM BALANCE AND INTEREST PAYMENT

The minimum balance as prescribed from time to time is required to be maintained in current, savings and STD account. The Bank reserves the right to change the minimum balance requirement and/or to close account with prior notice if the balance falls below this amount. For interest bearing accounts the rate of interest may be changed from time to time. Any change in interest rate will be displayed in the branches.

16. Mandate

If mandate is given for the operation of any account, both the account holder and mandatee simultaneously cannot operate the account. Operation of account under mandate will be as per terms and conditions of the bank.

17. Cheque Book & Collection of Cheques

Cheque book may be provided upon completion of necessary formalities. The customer must ensure adequate security for the cheque book. The Bank will not be held liable for any loss occurred as a result of inadequate security of cheques. If other bank's cheque is presented, it will be deposited to the account only as collection.

18. EPZ, Offshore Banking Unit & Operation of other Account Types

Account of EPZ & Offshore Banking Unit will be operated as per BEPZA/EPZ/Bangladesh Bank/Foreign Exchange Regulation Act and any rules and regulations related to international offshore banking. All FC/Non-Convertible/NITA/Block accounts will be operated as per Foreign Exchange Regulation Act and Bangladesh Bank rules and regulations.

19. AML & CFT

The account will be operated in compliance with Money Laundering Prevention Act & Anti-Terrorism Act and the customer is bound to provide any kind of documents or information related to account on demand.

20. DOCUMENTATION

Account of EPZ & Offshore Banking Unit will be operated as per BEPZA/EPZ/Bangladesh Bank/Foreign Exchange Regulation Act and any rules and regulations related to international offshore banking. All FC/Non-Convertible/NITA/Block accounts will be operated as per Foreign Exchange Regulation Act and Bangladesh Bank rules and regulations.

The Customer must observe proper documentation formalities before opening an account with the Bank. Each account holder needs to submit the following:

- (a) 2 Copies of passport size recent photograph attested by the introducer.
- (b) Signature Card duly signed
- (c) A/C Opening Form duly filled in
- (d) Any acceptable identity & source of fund related document (e.g NID, Passport, TIN etc.)
- (e) Any other document required by the Bank from time to time.

Signature of the Applicant/ Account holder

**Signature with date & seal with name of
Approving Official (Head of Branch)**