

NATIONAL CREDIT AND COMMERCE BANK PLC.

OFFSHORE BANKING UNIT
Account Opening Form
Individual Account/Corporate

Date :

The Manager,

National Credit and Commerce Bank PLC.

OBU, NCC Bank Bhaban Branch

Dear Sir,

Account Number :

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Unique Customer ID :

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Sector Code :

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(For Bank's Use Only)

I/we hereby apply to open an Account at your branch. My/our personal and Account related detailed information is as follows :

Part One : Account Related Information

1. Title of Account (In Bangla) :
- In English (Block Letter) :
2. Type of Account (Please ✓) : ☐ OBU Savings ☐ OBU Current ☐ OBU Term Deposit ☐ IB Savings ☐ IB Term Deposit ☐ Others
3. Currency (Please ✓) : ☐ USD ☐ Euro ☐ GBP ☐ Others
4. Account Operating Instruction (Please ✓) : ☐ Individual ☐ Joint ☐ Any One ☐ Either or Survivor ☐ Others
5. Initial Deposit : (In figure) (In word)
6. Modern Banking Facility (Please ✓) : ☐ Online Service ☐ ATMSERVICE ☐ Net Banking ☐ SMS Banking ☐ Others
7. **Applicable for Fixed Deposit** :
- Amount (FC) : (in figure) (In word)
- Rate of Interest/Profit :
- Term : Year Month Day Date of Maturity
- For renewal (Please ✓) : ☐ Renew Principal and Interest
☐ Renew Principal only and Credit the Interest to Account Number
☐ Not Applicable

Part Two : Personal Information¹

Account Number :

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(For Bank's Use Only)

1. Name of Account Holder (In Bangla) :
- In English (Block Letter) :
2. Date of Birth :
3. Father's Name :
4. Mother's Name :
5. Spouse's Name :
6. Nationality : 7. Gender :
- (For foreign National copy of passport with visa must be obtained)
8. Residential Status (Please ✓) : ☐ Resident ☐ Non-Resident
(The guidelines for foreign exchange transactions to be followed by the bank, if required)
9. Occupation (In details) :
10. Monthly Income : (In figure) (In word)
11. Source of Fund (In detail) :
12. Tax ID Number (TIN/e-TIN) (if any) :
13. (A) Present Address : Road/Village Post P.S.
District Phone/Mobile No. E-mail
- (B) Permanent Address : Road/Village Post P.S.
District Phone/Mobile No. E-mail
14. Identity Documents : (A) National Identity Document No.
or, : (B) Passport No. Passport issue Date : Expiry Date :
: Passport Issuing Country :

Photograph of
Account Holder

Account Opening Officer
Signature with name seal & date

Part Three : Institutional Information

(Applicable For Corporate A/C)

1. Name of the Institution (In Bangla) :
In English (Block Letter) :
2. Trade License No. : Date Issuing Authority
3. Registration No. : Date Registration Authority & Country
.....
- Registered Address :
.....
4. VAT Registration No./BIN :
5. TAX ID Number (TIN/e-TIN) (if any) :
6. Business/Office Address : Road/Village Post
P.S. District
Phone/Mobile No. E-mail
7. Type of Business (Please √) : ☐ Trading ☐ Service ☐ Manufacturing ☐ Others
8. Type of Organization (Please √) : ☐ Sole proprietorship ☐ Partnership ☐ Joint Venture ☐ Private Ltd. Company
☐ Public Ltd. Company ☐ Others
9. Nature of Business (In detail) :
.....
10. Annual Turnover : (In figure) : (In word) :

Account Opening Officer
Signature with name seal & date

Part Four : Nominee Related Information³

Account Number :

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(For Bank's Use Only)

1. Nominee related information :
I/We have nominated the following person/persons to pay the amount of this account after my/our death. I/We reserve the right to cancel or change the nomination at any time. I/We further agree that the bank will pay the money as per my/our instruction and if the money is paid all the liabilities related to the deposit will be considered paid.
(A) Nominee's Name : Date of Birth
(B) Present Address : Road/Village Post P.S.
District Phone/Mobile No. E-mail
Permanent Address : Road/Village Post P.S.
District Phone/Mobile No. E-mail
(C) Percentage :
(D) Relationship with the Account Holder :
(E) National Identity Card No./Passport No./Birth Registration/Other (To be mentioned specifically) :
2. Information of Authorized Drawer/Receiver of Deposited Amount in case of death of Account Holder(s) when nominee remains minor according to section 103(2) of Bank Company Act 1991 :
A) Name :
B) Permanent Address : Road/Village Post P.S.
District Phone/Mobile No. E-mail
C) National Identity Card No./Passport No./Birth Registration/Other (To be mentioned specifically) :
(D) Relationship with the Nominee :

Photograph of Nominee
attested by
Account Holder

Part Five : Bonafide Relation (Applicable for IB Only)

- A) Name of the Remitter :
- B) Relationship with the Remitter :

DECLARATION & SIGNATURE

I/we solemnly declare that the information mentioned above is correct. I/we shall also submit all necessary information/documents as desired by bank.

Name and Applicant ⁴	Signature
1.	
2.	
3.	
4.	

Date :

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For Bank's Use Only

Comments :

Account Opening Officer
Signature with name seal & date

BAMLCO/Authorized Officer
Signature with name seal & date

Authorized Official (Incharge, OBU)
Signature with name seal & date

Is FATCA applicable for the customer (Please 0)

☐ Yes ☐ No

If the answer is yes, FATCA compliance to be ensured. Proof of address of the customers/Applicants to be obtained.

3. If number of nominee is more than one, nominee information to be obtained separately in the 3rd part of application form
4. If the applicants is minor then the guardian will sign in place of applicant & submit Passport size Photograph(s).

TERMS & CONDITIONS

Account Number :

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Unique Customer ID :

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Opening an Account

Eligibility, interest, fees & charges, documentation requirements and other conditions shall be applied as per feature of the product, Bank's Account opening officer will explain details of the product to the customer(s) before opening of the accounts. No interest is given on current Accounts. The customer(s) should ask the Bank's officer on the product features and fees & charges for different services related to operation of the account.

Deposits Survivor

The initial minimum deposit to open an account is as per current Tariff. Average minimum balance as per our current Tariff should always be maintained. The Bank reserves the right to close at any time any account in which the minimum balance is not maintained, without further notification to the account holders.

Closure of Account

When an account is closed either by the constituents or by the Bank, the constituent is required to return all the unused cheques and cards if any to the Bank A charge as per our prevailing Tariff will be recovered from an Account Holder who closes an account. The Bank reserves unequivocal right to close any unsatisfactory account as decided by the Bank at its absolute discretion.

Minor's Account

An Account may be opened on behalf of a minor by his/her natural Guardian or by a Guardian appointed by a court of competent jurisdiction. Upon the Minor's attaining majority, the right of the Guardian to operate the account shall cease and any balance in the account will be deemed to belong exclusively to the hitherto Minor who has attained majority unless he/she confirms in writing his/her intention to continue the account, further operations by the Guardian cannot be allowed.

Fraud & forgery due to payment of Cheque

The Customer at all times must exercise due care to prevent cheques from being altered or forged in a manner which may facilitate fraud. In such events, the Bank is not responsible for any loss suffered by Customer or any other person. Any loss or misuse of the cheques must be immediately reported to the Bank and confirmed in writing without any delay.

General Rules

1. A newly opened account will be activated upon accomplishment of Know Your Customer (KYC) as per the Bank's policy.
2. The Bank reserves the right to close any account without assigning any reason.
3. Nomination/Succession to the amount lying to the credit of the account and/or operation there of on the death of the person authorized to operate upon the account shall be in accordance with the rules for the purpose prescribed by the Bank from time to time and effective at the time of the claim.
4. In the event of the death of one or more customer(s) in joint account, the right of the survivor(s) to operate the account will be ceased unless appropriate order is received from a court of competent jurisdiction (if applicable) for operation of accounts.
5. Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received will be ruled off and no further operation will be allowed till such time as the prohibiting order is removed.
6. Customer transactions will be entertained during normal banking hours that may be in force from time to time.
7. Account holder should notify the Bank of any change of address in writing. Otherwise, Bank will not be liable for delivering account statement/ Bank communication to the recorded address of the Account Holder.
8. The Bank may without notice combine or consolidate account(s) with any liabilities to the Bank and set off or transfer any sum (s) standing to the credit of such accounts or any other suit (s) owing to the Customer from the Bank in or towards satisfaction or the Customer's liabilities to the Bank on any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
9. In addition, to any general lien or other rights or remedies to which the Bank shall be entitled, the Bank may at any and from time to time apply any credit balance to which the customer(s) is/are entitled on any account(s) with the Bank (Including the above account(s) in satisfaction of any of its indebtedness to the Bank. Further, any the account(s) of the customer(s) with any Branch of the Bank shall be treated as one combined account.
10. The Bank may refuse to process any transaction on any Customers' account(s) if the Bank suspects fraud or illegality therein. The Banks' decision on whether the transaction is or likely to be involved a fraud or irregularity shall be final and conclusive and binding on the customer.
11. The Account holder is solely responsible for prompt examination of all entries in the statement and must give the Bank written notice within 15 (Fifteen) days of the date of the relevant statement of any discrepancy that he/she believes exists between any such statement and his/her own records. In the absence of any such notice from the Account Holder, he/she will be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.
12. The Bank reserves the right to amend the terms and conditions, current tariff without any notice.
13. Operations of the Non-Resident Accounts shall be governed as per the guidelines of Bangladesh Bank. Holders of Non-Resident accounts should advise the bank immediately upon return to Bangladesh, if they intend to take permanent residence in Bangladesh.

Compliance on prevention of money laundering and financing of terrorism

The Account Holder shall comply with the rules and regulations as per Money Laundering Prevention Act 2012 (Amendment 2015 and Anti Terrorism Act 2009 (Amendment 2012 & 2013) and other laws or regulations as may be imposed upon the Bank by Bangladesh Financial Intelligence Unit (BFIU), Bangladesh Bank and/or other concerned authorities. The Customer (s) shall also comply with and be bound by all other relevant internal circulars, policies, rules and regulations of the Bank including any amendments made thereto from time to time.

Reversal of wrongly credited amount

The Bank reserves the right to debit any account that may have been inadvertently credited with an item/transaction subsequently unpaid on collection or detected to be the wrong entry without giving any information to the Customer.

Dormancy & Unclaimed Account

* Current Accounts being in inoperative for one year will be transferred to Dormant status. *Savings Accounts being in inoperative for two years will be transferred to Dormant Status.

*(As per Clause 35 of Banking Company Act 1991) Accounts will be transferred to Unclaimed account status after 10 (ten) years if there has been no transaction in the said account by the customer.

* No customers' initiated transaction (except deposit) is allowed in the Dormant account unless the account holder(s) apply to NCCBL in writing to regularize the status of account.

Joint Accounts

- Each of us (if more than one) hereby authorize and empower each other to endorse for deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable to or purporting to belong to anyone or all of us and if any such instruments be received by the Bank without having been so endorsed then the Bank is hereby authorized to endorse any such instrument on behalf of us and to credit the same to the account.
- An overdraft or other obligations incurred on the account or otherwise shall be the joint and several liability of each and every Joint Account Holder. In the event of the death or legal disability of any of the individuals constituting the Account Holder, the other individual (s) shall immediately (but in any event not later than 10 (ten) days after such disability) and before affecting any transactions in the account, notify the Bank of such death or legal disability.
- Each of us authorize the Bank to held, on the death of either of us, any credit balance on any account on our joint name and any securities, deeds, boxes and parcels and their contents and property of any description held in our joint names, to the order of the survivor (if any). Each of us hereby agrees that the instructions given by us in the mandate are to remain in force until written revocations thereof by us or either of us.
- In the event that there is no survivor and nomination is made, the terms and condition stated in clause 3 (three) of general rules on "Nominee" shall apply.
- In the event that there is no survivor or Nominee, that account will then be frozen until the legal successor to the deceased or disabled individual is appointed/determined by the relevant court or department.

Short Notice Deposit

7 days prior notice is required to withdraw fund in Short Notice Deposit (SND) account. The rate of interest on SND account is subject to change from time to time.

Overdrawn Account

If for whatever reasons the Account has any unauthorized debit balance, the Customer shall pay interest and other Charges In accordance with the Bank's prevalent rate and practice and shall regularize the Account on the same day, unless the Bank specifically makes an exception.

E-Statement

- I/We fully understand the risk and accept that the Bank does not use encrypted e-mail and generally internet is not encrypted and is not a secured means of transmission of the information. It involves the risk of unauthorized alteration, usage and disclosure of the information by unwanted parties.
- I/We fully understand the risk and accept that transmission of the information to a corporate ID involves the risks of the information to be viewed, altered, used or disclosed to third parties who was/were once authorized, but may not be in the employment of the organization in the future. I/We agree to indemnify the Bank and hold the Bank indemnified and harmless from any and all costs, expenses, liabilities, losses, responsibilities whether direct or consequential, arising out or in connection with such view, alteration, usages or disclosure of the information or otherwise caused by using the internet as a means of transmission and also for any error, delay or problem in transmission of the information;
- That my/our legal representatives, executors, successors-in- interest and assigned are bound by this E-statement enrolment;
- That this E-statement Enrolment shall be governed by and constructed with the laws of Bangladesh;
- Electronic statement delivery will supersede hard copy statement delivery (If any).

Contact Center

- I/We authorize the Bank (in its absolute discretion) to follow/ act on my/our oral or telephonic instruction (including required by or given by me/us, in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary)."
- I/We shall not reveal my/our Tax Identification Number (TIN) to anyone. My/our oral instruction(s) identified by my/our correct Bank Account Number and TIN shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such instructions. Should the Bank accept any such instruction from me/us, or from some other person purporting to be me/us, I/we hereby agree to indemnify the Bank against any loss, damages, costs (including legal costs), or demands incurred by the Bank as a result of or, in connection therewith.
- The Bank may in its absolute discretion require that written confirmation of my/our oral instruction(s) be received by it within such period as the Bank may specify. Where any of the above accounts are opened by more than one person any such one person shall be entitled to give any such oral instructions and the Bank shall be entitled to rely upon such instructions.
- I/We acknowledge that my/our use of Call Centre shall be governed by the Bank's prevailing Terms & Conditions.

Holiday Mail Service

- If I/We request this service, the Bank will hold all mails, addressed to me/us for a maximum period of 3 months from receipt and such mails will be deemed to have been received by me/us. I/We will collect any mail so held personally or through an authorized person, unless I advise you to the contrary in writing. The Bank is authorized to charge a reasonable fee for this service and to hold, open and/or handle all such mails in such manner as the Bank deems fit. If I/we fail to collect any such mails, the Bank may destroy it in accordance with Bank's policy and in doing so the Bank shall be discharged from all responsibilities or liabilities.
- Notwithstanding that until I/We have collected any mail, although I/we may not have the knowledge of the contents of the mail which may have legal consequences or effect, my/our rights with the Bank, I/We shall bear the risks of any such consequences.
- My/our ignorance of the contents of any mail being held by the Bank is not, and will not, be a defense to the Bank's claims for all purposes and in all courts or law whether before or after termination of my account relationship with the Bank.

Holiday Processing

Any transaction on bank holiday or after business hours of the Bank shall be shown in the account, at the sole discretion of the Bank, as having taken place on the succeeding working day and not the actual day of the transaction and all the deductions/ accretions on such amount shall be deducted/ accrued as of such working day. Bank shall not be responsible for any loss of interest or exchange rate or liability incurred/ suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day same actually occurred.

Confidentiality and Disclosure of Information

Whilst the Bank maintains strict confidentiality in all matters relating to my account(s) and business, I hereby authorize the Bank (and/or/any of its Officers or Employees) to disclose any information concerning me, my business, my accounts held with the Bank or another Group Member, or my relationship with the Bank or another Group Member, to any of the following (a) any Office or Branch of the Bank or another Group Member, (b) any agent, contractor or third party service provider or any professional adviser of the Bank or another Group Member; (c) any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or another Group Member, (d) any person to whom the Bank is required or authorized by law or court order to make such disclosure; (e) any person who is under a duty of confidentiality to the Bank; (f) any Bank or financial institution with which I have or proposes to have dealings regardless of whether the recipient in each case is located in Bangladesh or in another country, any regardless of whether such information will be held, processed used or disclosed by such recipient in Bangladesh or another country.

Indemnity

I/We also agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the above accounts, these terms and conditions or, in enforcing these terms and conditions and in recovering of any amount due to the Bank or incurred by the Bank in any legal proceedings of whatever nature. Waiver No forbearance, negligence or waiver by the Bank in the enforcement of any of these terms and conditions shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing.

Variations

The Bank may amend these terms and conditions at any time by not less than 14 (fourteen) days notice to me specifying the effective date of amendment. If I/We use any banking facilities after the effective date of the amendment, We shall be deemed to have received notice of the amendment and to have decided to continue to use the banking facilities upon the revised terms and conditions. We further acknowledge that in the event of any changes being communicated to me, the Bank is not obliged to obtain my signature for receipt of such communication.

Notice

Save as otherwise provided in these terms and conditions, any demand o communication made by the Bank under these terms and conditi ons shall be in writing and made at the address given by me/us (or such other addresses as I/We shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.

Force Majeure/Technical Problem

Notwithstanding anything to the contrary contained herein, nothing herein shall apply if the Bank is prevented from discharging any or all of its obligation herein or otherwise due to any cause arising out of or related to Force Majeure or technical problem for any reasons beyond the reasonable control of the Bank.

Governing Law

These terms and conditions shall be governed by and constructed in accordance with, the laws of Bangladesh and I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of law of Bangladesh. Such submission shall however, not prejudice the rights of the Bank to bring proceedings against me in any other jurisdiction or courts of law elsewhere. However, all accounts shall be subject to the provisions of the guide lines/circulars together with any alteration/modification thereto effected by Bangladesh Bank from time to time.

I/We have gone through the terms & conditions mentioned above and understood them in entirely and undertake to abide by those terms & conditions relating to the account I/We also agree to be bound by such terms & conditions as may be amended or supplemented from time to time.

Signature of 1st Applicant

Signature of 2nd Applicant

Signature of 3rd Applicant

Signature of 4th Applicant