

FOR BANK USE ONLY

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Relationship No./Customer ID No. (1)

--	--	--	--	--	--	--	--	--	--

(2)

--	--	--	--	--	--	--	--	--	--

Account Opening Checklist Completed Account Opening Form Introduction
 Photograph - Applicant [1 Copy Passport Size duly Attested by Introducer]
 Photograph - Nominee [1 Copy Passport Size Photograph duly Attested by Applicant]
 Copy of valid Passport/Driving License/Voter ID Card Other Documents

Identity and Address Verified by Passport Driving License Voter ID Card Others..... (Please specify)

Residence/Present/Communication Address is verified by Telephone bill Utility Bill Others..... (Please specify)

A/C Marketed by Walk-in Account Officer Branch Staff

Name of Account Officer/Branch Staff RM/DST Code

--	--	--	--	--	--	--	--

Branch	
Branch Code	
Instt. Class	
Account Classification Code	
Customer Segment Code	
Savings/Current Product Code	
Savings Scheme Product Code	
FDR Product Code	
Loan Related A/C <input type="checkbox"/> Yes <input type="checkbox"/> No	
Non-Resident A/C <input type="checkbox"/> Yes <input type="checkbox"/> No	

Branch
<input type="checkbox"/> Original Passport/ID Sighted
<input type="checkbox"/> Passport/ID Copies Retained
<input type="checkbox"/> Application Details Completed
<input type="checkbox"/> Cheque Book Ordered
<input type="checkbox"/> RM Code
<input type="checkbox"/> Segment Code
<input type="checkbox"/> Blacklist Checked
<input type="checkbox"/> Preferred Branch
<input type="checkbox"/> Others

Operations
<input type="checkbox"/> Relationship Opened
<input type="checkbox"/> TIN Mailer Issued
<input type="checkbox"/> Debit Card Issued
<input type="checkbox"/> Bill Payment Input
<input type="checkbox"/> Application Checked
<input type="checkbox"/> i-Banking
<input type="checkbox"/> Cheque Book Requested
<input type="checkbox"/> Others

.....
Approved - / Designated Officer

.....
Input by Name & ID

.....
System / Inputs Verified

TERMS & CONDITIONS

The Citadel Peak Investment

Dear Sir,

Please open and/or continue a Savings/Current/Short Term Deposit/Fixed deposit or any other account(s) in my/our name(s) on the terms and conditions set out below. In consideration of The Citadel Peak Investment (the "bank") opening and/or continuing any such accounts and providing banking facilities to me/us, I/we agree to be bound by the terms and conditions set out below. These terms and conditions shall apply to each and every account of whatever nature hereafter, opened or continued in the same name(s) by the bank or its successors or assigns.

TERMS AND CONDITIONS

Where the account is opened by more than one person "I", "me" or "my" shall read as "we", "us" or "our". The terms and conditions, shall bind each one individually or anyone or more or all of them collectively and all agreements, obligations and liabilities of the joint customers are joint and several.

1. Bank Accounts

- I authorize the bank to act on signed instructions or documents drawn or accepted in accordance with the signing instructions given until such time as I shall give the bank written notice to the contrary-
 - i) for making payments of cheques, bills of exchange, promissory notes, standing orders, direct debits, issue of drafts, mail and telegraphic transfers, purchases and sales of securities and foreign currency and any other instruction by debiting such account(s) whether in credit or otherwise; and
 - ii) to accept any other instruction regarding such account(s) including instruction for the closure of such account(s)
- I understand that any funds received by the bank on my behalf are to be credited to the relevant accounts unless the bank receives written instructions from me to the contrary.
- I understand that the bank acts only as my collection agent and assumes no responsibility for the realization of any items deposited with the bank for collection. Proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the bank. The bank reserves the rights to debit any account that may have been exceptionally credited with an item subsequently unpaid on collection. The bank may refuse to accept for the collection cheques drawn in favor of third parties or if the payee's name is not identical to my name on the Bank's record. The bank will not accept for credit to the account any cheques or draft in favor of a third party crossed or denoted "A/C Payee" (or any words of similar effect). Any cancellation of any crossing or denoting as above shall be null and void.
- The bank may also in its absolute discretion issue me with a cheque book. If a cheque book is issued, I undertake to be responsible for its safe custody at all times and I will immediately notify the bank if this or any of the cheques contained therein, is lost or stolen. I understand that the bank may in its absolute discretion, accept from me any stop cheque instructions (either orally or in writing) in cases where I have lost the relevant cheques or, in other circumstances in which it shall be allowed by law and agreed by the bank. Should the bank accept any such instruction from me or from some other person purporting to be me, I do hereby undertake to indemnify the Bank against any loss, damage, cost (including any legal cost) or demand incurred by it as a result of, or in connection therewith.
- I will be liable for any overdraft or other facilities arising in connection with any of the above account(s) and I do hereby authorize the bank to debit any such account(s) with all or any interest (including compound interest), commission and other banking charges, costs and expenses (including any legal costs) incurred in connection therewith at such rates as may be determined by the bank from time to time in its absolute discretion. I will also pay to the bank any such amounts, in the manner and, at such times, as may be required by the bank in its absolute discretion.
- Any and all amounts credited to the above account(s) while any overdraft or any other banking facilities in connection therewith is current shall firstly be applied by the bank to reduce any interest (including compound interest) payable until the interest is paid in full. Then and only then shall any such amount so credited be applied to reduce the principal amount or any such overdraft or any other banking facilities.

- The bank shall always be entitled without notice to me to levy or impose all customary banking and other charges and expenses in respect of any of the above account(s) or in respect of any other banking facilities provided to me by the bank and to debit the relevant account(s) in accordance with the bank's normal banking procedures. Such charges are not refundable upon termination of any or all of my account(s).
- I authorize the bank to accept for safekeeping, collection or for any other purpose, any securities or other properly deposited with the bank or received from me and to release or deliver or give up any of these against my written instruments.
- I understand that any deposits or withdrawals in respect of any of the above accounts may be made at any of the bank's branches subject to the production of evidence of identity satisfactory to the bank and, to payment of any customary charges that may be levied by the bank from time to time, for this.
- The rate of any interest payable on any account may be displayed by the bank at its various branches in Bangladesh and further, I accept that this may be subject to change without notice to me. Interest on any account will accrue in arrears from day to day in or, as otherwise determined by the Bank (in its absolute discretion), and be credited by the bank to the relevant account(s).
- The bank may, at its sole discretion, allow pre-mature withdrawal of fixed deposits. I accept that all such pre-mature withdrawals will be subject to levy or penalties and charges, as the bank may determine and these may be subject to change without notice to me.
- I appreciate that there can be risks associated with any account(s) denominated in foreign currency, convertible accounts and foreign currency investments. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses however arising (including without limitation, those arising from any international or domestic legal or regulatory restrictions) in respect of any such account(s). Withdrawals or dealings on any such account(s) are also subject to the relevant currency being available at the bank's relevant branch. Conversion from one currency to another shall be at the rate of exchange as determined by the bank (in its absolute discretion) from time to time.
- I understand that the bank will send or deliver to me a statement of account(s) at least half yearly (save in respect of any account that has, in the sole opinion of the bank been inactive for a period of one year or more, such statement of accounts will be sent or delivered by the bank annually) or in each case at such other intervals as may be agreed between the bank and me, from time to time and I agree that I am solely responsible for promptly examining all itineraries thereon and that I must give the bank written notice (Notwithstanding the provisions of paragraph 4) within 14 days of the date of the relevant statement of any discrepancy that I believe no difference exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.
- I authorize the bank to respond, if it shall so choose, to any and all enquiries received from any other bankers concerning the above accounts without reference to me. For the avoidance of doubt any such response may include a bank reference.
- I understand that I may close off the above accounts by giving prior written notice to the bank. The bank may, however, either, at its own instance or, at the instance of any court or administrative order, or otherwise close, freeze or suspend dealings on any of the above accounts without prior notice to me or without being liable for and breach of duty it may owe to me.
- In relation to any dealings to any of the above accounts, the bank shall not be liable for any loss resulting from my death, incapacity or bankruptcy (or any other analogous event or proceeding) unless and until the bank has received written notice of any such event together with such documentary evidence as the bank may require. Further, the bank shall not be liable to me for any loss, damage or delay attributable in whole or part to the action of any government or government agency or any other event outside the bank's control (including without supplies) provided that the bank shall in each case endeavor to give notice generally to its customers or any anticipated delays due to any of the above events by notice in its branches or otherwise.

- In respect of accounts opened in the name of minors (whether or not jointly with an individual who is not a minor), the bank shall be entitled to act on the instructions received from the guardian named on the account opening form, irrespective of whether the minor account holder continues to be a minor or not, unless the bank receives written notice to the contrary from an appropriate authority.

2. Automated Teller Machine ("ATM") Debit Card (the "Card")

- The bank may in its absolute discretion issue card(s) to me. A card is the property of the bank and I will surrender it unconditionally at the time of closing my account(s) or upon demand by the bank at any time.
- I will immediately notify the bank of the loss or theft of a card or of unauthorized acquisition of the personal identification number relating to it and shall accept full responsibility for all ATM transactions effected by use of a card until such time as the bank confirms to me that it has received this notice.

3. Banking Instructions by Telex/Facsimile

- Unless instructed by me in writing to the contrary the bank is authorized, but not obliged, to act on my banking instructions (including any instructions required by or, given by me in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary) transmitted through a telex or facsimile machine.
- I shall release the bank from and indemnify and hold the bank harmless from and against all actions, suits, proceedings, costs, claims, demands charges, expenses, losses and liabilities however arising in consequences of or in any way related to:
 - i) The bank having acted in good faith in accordance with my written telephone, facsimiles or telex instruction(s), notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the line of communication of transmission; and
 - ii) The bank having refrained from acting in accordance with my written telephone, facsimile or telex instruction(s) by reason of failure of actual transmission, thereof to the bank or receipt by the bank for whatever reason, whether connected with fault, failure or unreadiness of the sending or receiving machine; or
 - iii) My failure to forward all original copies of facsimile instruction(s) to the bank within such period as the Bank may specify.

4. Banking Instructions by Phone (Call Centre)

- I do hereby authorize the bank (in its absolute discretion) to follow/act on my oral or instructions by telephone (including any instructions required by or, given by me, in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary).
- I shall not reveal my Telephone Identification Number (TIN) to anyone. My oral instruction(s) identified by my 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, or from some other person purporting to be me, I do 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 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.

5. Joint Accounts

- Each of us (if more than one) do 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 of other obligations incurred on the account of 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 ten (10) days after such death or 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 hold, on the death of either of us, any credit balance on any account in 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 agree 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 conditions stated 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 of disabled individual is appointed/determined by the relevant court or department.

6. Nominee

- The account holder for each account can appoint nominee as per section 103 of the bank companies Act.
- Nomination will be canceled if the nominee dies in the lifetime of the account holder. The account holder in such cases will advise in writing a new nominee.
- The account holder, with written instruction, may change the nominee any time before the maturity of Citadel Peak Investment Savings

- In the event of account holder's death, his/her nominee will not be allowed to continue the account and the amount deposited prior to the death of the account holder shall be paid to the nominee after proper identification and upon obtaining such document as the bank may require.
- Account holder can name and authorize any competent person to represent the nominee, so that such person can withdraw money from the account of the customer on behalf of nominee in case nominee is a minor at the time of death of the customer and the bank shall be discharged from its liability upon making payment to such person.
- In case where there is no nominee the Succession Certificate from the appropriate court will be required for releasing the balance amount after the death of the account holder

7. Set-off and Consolidation Rights

The bank may at any time and from time to time without notice combine all or any of my accounts and liabilities with it in Bangladesh or elsewhere, whether singly or jointly with any other person or set off all or any money standing to the credit of such accounts including my deposits with the bank (whether matured or not) towards satisfaction of any of my liabilities to the bank or elsewhere, whether as principal or actual or contingent, primary or collateral, singly or jointly, with any other person, and the bank may effect any necessary currency conversion, at the bank's own rate to exchange that prevailing.

8. Confidentiality

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:

- any office or branch of the Bank or another Group Member;
- any agent, contractor or third party service provider, or any professional adviser of the Bank or another Group Member;
- any regulatory, supervisory, governmental or quasi-governmental, authority with jurisdiction over the Bank or another Group Member;
- any person to whom the Bank is required or authorized by lower court order to make such disclosure;
- any person who is under a duty of confidentiality to the Bank;
- any bank or financial institution with which I have or propose to have dealings; regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country.

9. Indemnity

I 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.

10. Waiver

No forbearance, negligence or waiver by the bank in the enforcement 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.

11. Variations

The bank in its sole discretion may amend these terms and conditions at any time. If I use any banking facility after the effective date of the amendment, I 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 to be informed to me by the bank. I 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.

12. Notices

Save as otherwise provided in these terms and conditions, and demand of communication made by the bank under these terms and conditions shall be in writing and made at the address given by me (of such other address as I 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 whether actually received by me or not.

13. Governing law

These terms and conditions shall be governed by and constructed in accordance with the laws of Bangladesh and I do hereby irrevocably submit to the 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.

14. Acceptance of Terms and Conditions

I/We, do hereby declare that I/we have read and understood all the terms and conditions mentioned herein above and do hereby accept and agree to all the terms and conditions.

Signature

Date _____

Name _____

Signature

Date _____

Name _____

Signature

Date _____

Name _____