

**TERMS AND CONDITION FOR TRADING OF SHARES AND SECURITIES**

1. The execution of these terms & conditions and the acceptance of the client's application by **ICB Securities Trading Company Limited** shall constitute a binding contract.
2. The contract shall remain valid initially for the period of one year from the date of the acceptance of the client's application by the **ICB Securities Trading Company Limited** and shall be automatically renewed from the year to year. The contract may be terminated by either party at any time by a prior written notice of thirty days to the other.
3. The term "shares" shall mean shares of quoted public companies and the term "securities" shall mean securities including Debenture and Bonds issued by the Govt., Autonomous, Semiautonomous bodies listed companies etc. including money market instrument viz. Treasury Bills and Bonds, Corporate Bills and Bonds, National Savings Certificates, ICB Units, Foreign Exchange and Currency, Bearer Certificates of Deposits and all other kinds of securities and bonds traded on or purchased or sold at the Stock Exchanges.
4. During the terms of this contract the client may from time to time place orders upon **ICB Securities Trading Company Limited** for purchases and sale of shares and securities. The order shall be from the client himself/herself in case of individuals or by authorized directors / officers / partners in case of companies, institution and firms. Where client is a company, institution or a firm it shall nominate its directors, officers or partners from time to time who will be authorized to place the orders with **ICB Securities Trading Company Limited** for purchase and sale of shares and securities with their full name, designations and specimen signatures. **ICB Securities Trading Company Limited** shall not be bound to receive instructions or orders from persons other than the authorized directors / officers / partners.
5. **ICB Securities Trading Company Limited** shall put forth its best endeavors to service and execute the orders of the client. **ICB Securities Trading Company Limited** shall make all purchase and sales of shares and securities during the trading hours of the relevant stock exchanges. Once any shares / securities are bought or sold in fulfillment of an order of the client **ICB Securities Trading Company Limited** shall endeavor to confirm the transaction by a memorandum of confirmation of purchase or sale of shares/ securities which will be sent to the client, if possible, on the same day after the close of trading, or on the ensuing working day with full particulars of the share/ securities purchase or sold, date of purchase or sale and the net price at which the shares / securities are purchased or sold on behalf of the client.

6. While **ICB Securities Trading Company Limited** shall endeavor to purchase or sale the shares/ securities within the limit of the prices that may be notified by client **ICB Securities Trading Company Limited** does not guarantee or assure that the transactions will be materialized within such notified limits **ICB Securities Trading Company Limited** would always endeavor to obtain the best price.
7. All contracts of purchase/sale shall in addition to the terms and conditions enunciated herein, be subject to the rules, regulations and usages of the stock Exchange (hereinafter referred to as "the Exchange") and to the Memorandum and Articles of Association of the Exchange which shall be binding upon the client and **ICB Securities Trading Company Limited**.
8. The client shall have to place the order in written. In case of purchase contracts, deliveries will be effected to the client on the scheduled delivery dates mentioned in the memorandum of confirmation of purchase.
9. The Client shall have to pay total value of Purchase Order Prior to Placing and Order. If the Client defaults for whatsoever reason he shall be liable to **ICB Securities Trading Company Limited** for all loss or damage sustained or incurred. In addition **ICB Securities Trading Company Limited** shall have the absolute discretion, to resell commencing from the market day after the day of settlement, the client is liable to the **ICB Securities Trading Company Limited** for any loss or damage sustained or incurred.
10. **ICB Securities Trading Company Limited** shall not be liable for delays in the deliveries of the shares/securities due to any corresponding delays on part of the Members of the Exchange through whom the shares/securities may have been purchased for the client or any other reasons beyond the control of **ICB Securities Trading Company Limited**.
11. In case the client has authorized **ICB Securities Trading Company Limited** to maintain its investment with **ICB Securities Trading Company Limited** on a continuing basis the sale value of the shares/ securities may be recovered by **ICB Securities Trading Company Limited** by debiting the client's investment, provided sufficient balance is available to the client's credit. It is specifically agreed and understood that under no circumstances whatsoever **ICB Securities Trading Company Limited** will allow any credit facilities or make purchases for the client on credit basis.
12. If **ICB Securities Trading Company Limited** has been appointed as a custodian. **ICB Securities Trading Company Limited** on behalf of the Client will retain the Shares/securities purchased for the client.
13. For sale contracts, the client shall deliver the valid shares/securities to **ICB Securities Trading Company Limited** i. e. transfer documents duly completed and signed by the client together with relative securities with valid title, prior to placing a sale order.

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14. If the shares/securities sold are lying with **ICB Securities Trading Company Limited** as custodian for the client. **ICB Securities Trading Company Limited** shall have the power to effect deliveries directly to the purchasers on behalf of the client.
15. **ICB Securities Trading Company Limited** shall not be liable for any delays in the payment and or deliveries of securities to be made by the member of the exchange through whom the shares/securities have been sold bought by **ICB Securities Trading Company Limited** on behalf of the client.
16. In the event of death of one of the joint account holder, the survivor, and on the death of sole account holder, the nominee or successor shall be the beneficiary of the transactions.
17. In the event of the client's refusal to accept delivery and to make payment against any purchase contract or refusal or delay in effecting delivery against any sale contract the client shall be liable to compensate **ICB Securities Trading Company Limited** for all losses and damages including the cost as well as legal expenses which **ICB Securities Trading Company Limited** may suffer or sustain on account of the client's delay or default as mentioned above. **ICB Securities Trading Company Limited** reserves the right of effecting sale of share/ securities of the client is set off any debit balance, in the event of non payment by the client **ICB Securities Trading Company Limited** on due date.
18. **ICB Securities Trading Company Limited** shall not be responsible or liable for any error, omission or mistakes appearing in the list of shares annexed to any Cost Memo or Proceeds Bill or for any consequences arising there from.
19. **ICB Securities Trading Company Limited** shall not be liable for any fluctuations in the market prices of the shares/securities purchased or sold on behalf of the client for any reasons whatsoever and the net rates/prices mentioned in any Memorandum of confirmation of sale or purchase shall be considered as the conclude final rates/prices binding upon both the parties.
20. **ICB Securities Trading Company Limited** shall not be liable for any fraud, forgery, miss declaration or any other act or omission on part of any constituent or member of any of the stock exchange or their respective clients and the shares/ securities shall be deemed to have been purchased or sold at the risk and cost of the client with no obligations on **ICB Securities Trading Company Limited**'s part.
21. In the event of failure or refusal to effect delivery against any purchase contract by member of the Exchange through whom **ICB Securities Trading Company Limited** may have purchase the share/securities or refusal to accept delivery against any sale contract by any member of **ICB Securities Trading Company Limited** shall not be liable for any damages, costs, or legal expenses which the client may suffer or sustain and in such an event, the rules and regulations of the Exchange will prevail and be binding upon parties.

- 22. The client shall be bound to pay brokerage commission @ 0.40% trading volume to **ICB Securities Trading Company Limited** as per the schedule of charges for the time being in force, which shall be realized by **ICB Securities Trading Company Limited** by debit of the client's investment.
- 23. This Agreement shall be governed and construed in accordance with the laws of Bangladesh.
- 24. The client shall be bound to furnish such other particulars, documents and / or information that may reasonably require from time to time.
- 25. **ICB Securities Trading Company Limited** has the right to change any of the Terms and Conditions.

IN WITNESS WHEREOF, the client and **ICB Securities Trading Company Limited** have signed these terms and conditions as a token of acceptance thereof

.....day of.....200

**For ICB Securities Trading Co. Ltd.**

Signature :



Name :

Address :

Witness :

Name:

Address :

Witness :

Name :

Address :