# **Account Opening Form**

INSTITUTIONAL ACCOUNT

**Offshore Banking Unit** 

International Banking (IB) Account
Savings Account
Current Account
S N D Account

Others (Please Specify)

Name	:							
Account Number	:							
Customer ID	:					]		



<b>H</b> Bank Asia						
Account Opening Form Institutional Account						
Date D D M M Y Y Y Y						
To,	(For Bank use)					
The Head of Branch Bank Asia PLC	A/C No					
Offshore Banking Unit (OBU)	Unique Customer ID Code					
Dear Sir/ Madam,						
I/We hereby request to open an account with your Branch in my/ou						
Part one: Account	Related information					
01) Title of the Account (In Bengali)						
In English (Block Letter)						
02 Type of Account (Please tick) Savings Current FDR	C ERQ Others					
03) Currency (Please tick) USD EUR	Others					
Account Operating Account Operating Instruction (Please tick) Singly Othe	r (Please specify)					
05 Initial Deposit Amount In wo						
(in figures)						
Part Two: Indu	strial information					
(01) Name of the Institution (in Bengali)						
(In English Block Letter)						
02) Trade Licence No	D M M Y Y Y Issuing Authority					
03 Registration No						
Registration Authority and Country						
Registered address:						
Road/ Village P/O P/S	District Post Code					
04 VAT Registration No/ BIN (if any)	05 Tax ID Number (TIN) (if any)					
06) Business/Office Address						
Road/ Village P/O P/S	District Post Code					
<b>07</b> Type of Organization (Please tick)						
Sole Proprietorship Partnership Joint Venture	Private Limited Company Public Limited Company Trust					
NGO/NPO Club/ Society Educational Institution	Religious Institution Others					
08 Type of Business						
Trading Service Production Others						
09 Nature of Business (Details)						

Part Three: Personal Information <sup>1</sup>							
Account Number							
01 Name of Account Holder (In Bengali):							
in English (Block Letter) :							
02 Date of Birth :     D     M     M     Y     Y     Y     Y							
03   Father's Name :   account h							
04) Mother's Name :							
05 Spouse's Name: 06 Nationality							
(For foreign citizens, copy of passport with VISA must be collected.)  (Please tick): Male Female Third Gender (Please tick): (Where necessary, the Bank shall follow instructions of Guidelines for Foreign Exchange Transactions.)							
(09) Occupation (Details)       (10) Relationship with the organization							
11   Monthly Income & Source of Fund (Details)							
12 Tax ID Number (e-TIN) (if any)       Circle	•••••						
(A) Present Address :							
Road/     P/O     P/S     District     Post Code							
Phone/Mobile No E-mail							
(B) Permanent Address :							
Road/     P/O     P/S     District     Post Code							
Phone/Mobile No E-mail							
14     Identification card     (A) National Identity Card No (NID)							
or, (B) Passport Number or Birth Registration Number							
Other (to be specified).							
DECLARATION AND SIGNATURE							
I/We undersigned declare that the information above is true, complete and accurate. I/We will provide necessary information/documents which may be required by the bank.							
1st applicant Name, signature designation and date.       2nd applicant Name, signature designation and date.       3rd applicant Name, signature designation and date.							
FOR BANK USE							

Signature with date & seal with name of	Signature with date & seal with name of
Account Opening Officer	Approving Official (Head of Branch)

01. If there are more than one account holder, the personal information of each person should be attached separately in third part or as it's attachment.

## Terms and conditions for operation of accounts with Bank Asia Limited

# 🖽 Bank Asia

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 acreadi unviting. 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 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 peril 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. 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 to the 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 provide 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, 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 cv alleged negligence of the Bank. This indemnity shall not value and indomnitik the park dois for and against its presentation and against all the intercent of the Bank. relieve and indemnity 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 beging 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

(a) 2 copies of passion size recent photograph artested 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.

Additional documentation and formalities to be observed before opening the account for the following entities: For Limited Companies (a) Certified true copy of Memorandum and Articles of Association.

 (d) Certified true copy of Certificate of Incorporation
 (e) Certified copy of Certificate of Commencement of Business.
 (d) Copy of the Resolution of the Board of Directors authorizing for opening account and specimen Signatures for operation of the Account duly attested by the Chairperso (e) Latest Audited Balance Sheet (if any). (f)Trade License (updated). (g) E-TIN Certificate.

#### For Partnership Enterprises

(a) Certified copy of the constitution of the firm. (b) Registered Partnership Deed/duly Notarized Partnership Deed at Will (in case of Unregistered firm) (c) Trade License (updated)

For Association/Ciub/Society/Charity etc. (a)Minutes of the Committee meeting authorizing the opening of an account with the Bank duly certified by the Secretary and the Chairperson

 (c) A copy of Laws and Bye-Laws/Constitution duly attested by proper authority.
 (c) A copy of the resolution of the Committee authorizing specific Signatories to operate the account (d) Certificate of Registration, where applicable.

For Proprietorship Enterprise (a) Trade License (updated). (b)TIN Certificate (if any)

For School/College/Madrasha (a) Personal information of Governing body/Managing Committee (b) Copy of the resolution for opening account

For Trusty (a) Deed of Trust(certified copy) (b) Personal information of trusty board

## (c) Copy of the resolution for opening account

For Somobay Samittee

(a) Bye-Laws (attested by the official of the co-operative society)
 (b) Information of the Office bearers

(c) Copy of the resolution for opening account

## Signature of the Applicant/ Account holder

Bank Asia PLC

# **Transaction Profile**

Account Title:
Type of Account:
Account/Reference
Number

Particulars	No of Transactions (Monthly	Highest Transaction Amount (each transaction)	Total Amount (monthly)
Deposit:			
Cash Deposit (Including Online)			
Deposit through transfer/instrument			
Foreign remittance deposit			
Export income			
Others (specific)			
Tota			
Withdrawal			
Cash withdrawal (including online and ATM)			
Repay through transfer/instrument			
Foreign remittance withdrawal			
Import expenditures			
Others (specific)			
Total			

Source of Fund to Transact:

I/we the undersigned ensure that the transaction profile given above is usual of myself/organization. I/We further confirm that the transaction profile will be rectified/updated as and when required.

Signature	:	:
Name	:	:
Designation	:	:
Date	:	:



## **OFFSHORE BANKING UNIT**

Foreign Account Tax Compliance Act (FATCA)

Account Opening Form Supplement

This form must be completed by any individual who wishes to open a banking account.

Please complete in BLOCK LETTERS:

Name:

Country of Residence:

Country of Birth:

Please check "  $\sqrt{}$  " yes or No for each of the following questions:

1. Are you a U.S. Resident?	Yes	No
2. Are you a U.S. Citizen?	Yes	No
3. Do you hold a U.S. Permanent Resident Card (Green Card)?	Yes	No

I hereby confirm the information provided above is true, accurate and complete.

Subject to applicable local laws, I hereby consent for Bank Asia Limited to share my information with domestic or overseas regulators or tax authorities where necessary to establish my tax liability in any jurisdiction.

Where required by domestic or overseas regulators or tax authorities, I consent and agree that the Bank may withhold from account(s) such amounts as may be required according to applicable laws. Regulations and directives.

I undertake to notify the Bank within 15 calendar: days if there is a change in any information which I have provided to the Bank.

Date: \_\_\_\_\_



Verified By

Photo

# **Signature Card**

Signature

Signature

Date

Name \_\_\_\_\_

Mobile \_\_\_\_\_

# Letter of Undertaking

Date:

Bank Asia PLC. Offshore Banking Unit CEPZ, Chattogram

I/We,

[Insert company name], with company registration number [insert registration number], located at

[insert company address] (hereinafter referred to as the "Remitter Company"), hereby confirm that we are remitting/have remitted funds to [insert facilitator individual/company name], (hereinafter referred to as the "Facilitator Company"). The funds are being remitted to a Foreign Currency Account (FC Account) maintained by the

Facilitator Company with Bank Asia PLC (hereinafter referred to as the "Bank") in accordance with FE Circular No.19 as published by the Bangladesh Bank.

In consideration of the services rendered by the Bank, I/We, hereby agree to indemnify and hold the Bank harmless from any and all claims, liabilities, costs, and expenses arising out of or in connection with the fund to be deposited/remitted in the FC account including but not limited to any dispute, disagreement, or legal action relating to utilization of the funds by the Facilitator Company, or any loss that may be incurred in connection with any act or omission relating thereto. I hereby declare that all information furnished hereinabove is true and accurate.

Name of the Remitter : Registration Number :

Signature : \_\_\_\_\_\_

(Name of the Authorized Signatory and post held at the Remitter Company)