

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as ‘MOU’) is entered into, on this the..... day of.....of two thousand and of the Christian era.

BETWEEN

GMF Securities Ltd.(GMFSL)

Address :Room No. 309(2nd Floor), Stock Exchange Building ,9/F,Motijheel C/A,Dhaka-1000,Bangladesh, hereinafter called –‘GMFSL’ or ‘First Party’.

AND

Mr./Ms.:.....

Address:.....whose

BO ID No.....Internal Ref:....., hereinafter called ‘Second Party’.

TERMS AND CONDITIONS

Subject to the following convenient, consideration, terms and conditions of the ‘First party’ -

1. Online Share Trade: Means, ‘Second Party’ can place and confirm his/her buy/sale orders, against and within the financial balance & securities previously lodged with and permitted by the ‘First Party’, on the online web-portal (hereinafter called ‘OST’)of the ‘First party’,

2. Permission for trade by the ‘First Party’: The ‘First Party’ shall provide a username and password for online trading to the ‘Second Party’ subject to the conditions that the ‘Second Party’ shall fulfill all requirements before providing the username and password. Issuance of the username and password shall be deemed as Permission for trade by the ‘First Party’.

3. Responsibility for ‘Second Party’ Trade: ‘Second Party’ acknowledges that ‘First Party’ does not know whether someone else entering trade orders with ‘Second Party’s’ username/password as ‘Second Party’. ‘Second Party’ will not allow anyone access to ‘Second Party’s’ account. ‘Second Party’ is solely responsible for the confidentiality and use of ‘Second Party’s’ username/password, and agrees to report any theft or loss of such username/password, or any unauthorized access to ‘Second Party’s’ online account immediately by telephone or by any other means as deemed fit. ‘Second Party’ ‘remains responsible for all transactions entered using ‘Second party’s’ username /password.

4. Order Cancellation/Modification: ‘Second Party’ acknowledges that it may not be possible to cancel/modify an order and that ‘Second party’ is responsible for executions

notwithstanding a cancel /modify request. 'Second Party' also acknowledges that it may not be possible to enter/cancel/modify an order before 30(Thirty) seconds time.

5. Confirmations:

- a. 'Second Party' agrees to monitor order until 'First party' confirms execution or cancellation. 'Second Party' acknowledges that confirmation of execution and cancellation may be delayed or may be erroneous (eg. due to Computer System /Internet Connectivity or other technical issues) or may be cancelled /adjusted by the Exchange. 'Second Party' is bound by the actual order execution, If 'First Party' confirms execution or cancellation in error and 'Second Party' delays reporting such error 'Second Party' is bound to accept the trade.
- b. 'Second Party' agrees to notify 'First Party' immediately by telephone or email or by any other method deemed fit if:
 - i. 'Second Party' fails to receive an accurate confirmation of an execution or cancellation.
 - ii. 'Second Party' receives a confirmation that is different than ' Second Party's order.
 - iii. Second Party' receives a confirmation for an order that 'Second Party' did not place.

Or

- iv. 'Second Party' receives an account statement, confirmation, or other information, reflecting inaccurate order, trade, balance position, margin status or transaction history. 'Second Party' acknowledges that 'First Party' may adjust 'Second Party's' account to correct any error. 'Second Party' agrees to promptly return the 'First Party' assets erroneously distributed to 'Second Party'.
- 6. 'Second Party's qualification:** 'Second Party' warrants that their application is true and complete, will promptly notify 'First Party' of any information changes; and authorize 'First Party' to make any inquiry to verify information.
- a. **Natural person:** 'Second Party' warrants that 'Second party ' is over 18; is under no legal incapacity; and has sufficient knowledge and experience to understand the nature and risk of products to be traded .
 - b. **Organization:** Second Party' and its authorized representative warrant that 'Second Party':
 - i. Is authorized under its government document(s) and in the jurisdictions in which it is organized and /or regulated to enter this /MOU and trade.
 - ii. Is under no legal incapacity; **and**

- iii. That person identified to enter orders has proper authority and have sufficient knowledge and experience to understand the nature and risk of products to be traded.

7. Suspicious activity: If 'First Party' in its sole discretion believes that 'Second Party' account has been involved in any fraud or crime and violation of law or regulations or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or predator or otherwise), 'First Party' may suspend the account for trading through 'First Party' web-portal by this MOU for a 'Default'.

8. Limitation of liability and liquidated damages provision: 'Second Party' accepts the 'First Party' system 'as is', and without warranties, expenses or implied, including, but not limited to the implied warranties merchantability or fitness for a particular use, purpose or application; timeliness; freedom from interruption; or any implied warranties arising from the trade usage, course of dealing or course of performance. Under no circumstances shall 'First Party' be liable for any punitive, indirect, incidental, special or consequential loss or damage, including loss of business, profits or goodwill. 'First Party' shall not be liable to 'Second Party' by reason of delays or interruption of service and transmissions, or failures of performance of the OST system, regardless of cause, including, but not limited to, those cause by electronic and electrification; hardware or software malfunction; Governmental, Exchange or other regulatory action; acts of god; war terrorism or 'First Party's unintentional acts. 'Second Party' recognizes that there may be delays or interruption in the use of the 'First Party' system including for example those caused intentionally by the 'First Party' for purposes of servicing the 'First Party' system. In no event shall 'First Party' s liability, regardless of the form of action and damages suffered by the 'Second Party', exceed the highest total monthly charge paid by 'Second Party' to 'First Party' over the one month prior to any incident.

9. Service Charge:

A fixed percentage on transaction amount shall be charged and deducted by the 'First Party' from the 'Second Party's account as service charge for trading through OST, in addition to standard commission.

10. If 'Second Party' enjoys the telephone order facilities, operator shall have the right to verify his/her details and if operators satisfy, operator follows the instructions, 'First Party' will not be liable of any loss or transaction done.

11. Miscellaneous:

A. The laws of the Peoples Republic of Bangladesh govern this MOU, without giving effect to conflict of laws provision. Any court of Bangladesh have exclusive jurisdiction over disputes relative to this Agreement/MOU except when arbitration is provided.

B. 'Second Party' agrees to provision of this MOU in English and represents that customer understands its terms and conditions. This MOU contains the entire terms and conditions between the parties, who have made no other representations of warranties. If any provision of this MOU is unenforceable, it shall not invalidate other provision failure of 'First Party' to enforce any term or condition of this MOU is not waiver of the term/condition.

C. 'Second Party' consents to recording of all telephonic conversations. 'Second Party' acknowledge the OST privacy, statement & consents to collect/use of 'Second Party's information as described therein.

D. 'Second Party' may not assign or transfer any rights or obligations hereunder without a prior written consent of 'First Party'. This agreement/MOU shall inure to the benefit of 'First Party's successors and assigns.

12. Termination:

'First Party' may terminate this MOU or it's service to 'Second Party' at any time. 'Second Party may close its account after all requirements specified on the OST website regarding account closure are met satisfactorily.

13. Arbitration: Governing Law & Settlement of Dispute:

This MOU shall be governed by the construed in accordance with the law of Bangladesh.

'Second Party' ASSERTS THAT THE FOREGOING INFORMATION AND ALL OTHER INFORMATION PROVIDE DURING THE ACCOUNT OPENING APPLICATION PROCESS IS TRUE AND CORRECT AND AGREES TO NOTIFY 'First Party' OF ANY CHANGES THEREIN.

The term of this MOU Shall be for one year from.....to the validity of this MOU will continue if neither of the party will discontinue the MOU after one year, in written.

First Party
GMF Securities Ltd.

Second Party

Witness:

1.

Name:

Address:

2.

Name:

Address:

3.

Name:

Address:

4.

Name:

Address: