

Non-Personal Account

প্রমাণাত্মক

ইসলামী বিশ্বাস ও মূল্যবোধের ধারক

ACCOUNT OPENING FORM

Name of the Customer

Account Number

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Unique Customer Identification Code

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Branch Name

The following papers/documents are required

Proprietorship Firm

1. Two copies of recent passport size photograph of the account holder(s)/person(s) who will operate the A/C.
2. Certified copy of valid Trade License.
3. Proprietorship declaration in Company letterhead pad.
4. Trade seal.
5. Photocopy of valid National ID/Passport/Birth Registration Certificate. In case of Birth Registration Certificate another photo ID acceptable to the Bank to be provided for Account Operator/Signatories and all Nominees.
6. E-TIN certificate.
7. VAT Registration Number (if any).
8. One copy of recent passport size photograph of nominee (attested by account holder).
9. Rental agreement (if any).
10. Photocopy of Utility Bill of current month of present business addresses (Electricity/WASA/Gas/Telephone).

Partnership Firm

1. Two copies of recent passport size photograph of the account holder(s)/person(s) who will operate the A/C.
2. Certified copy of valid Trade License.
3. Resolution to open A/C.
4. Notarized copy of partnership deed duly signed by all partners (Non Judiciary Stamp Tk. 1000/- for capital less than 50,000/- stamp Tk. 2,000/- for capital Tk. 50,000/- & above).
5. Partnership agreement duly signed by all partners.
6. Trade seal.
7. Photocopy of valid National ID/Passport/Birth Registration Certificate. In case of Birth Registration Certificate another photo ID acceptable to the Bank to be provided for all partner(s), account operator(s)/signatory (s).
8. E-TIN certificate.
9. VAT Registration Number (if any).
10. Photocopy of Utility Bill of current month of present business addresses (Electricity/WASA/Gas/Telephone).
11. Copy of permission letter obtained from BIDA or other competent authorities like BEPZA, BEZA or other Specialised Zones Authorities under Section 18 (B) of the FER Act, 1947 and Section 14(2) of BIDA Act, 2016 to be obtained (where applicable).

Club/Society/School/College

1. Two copies of recent passport size photograph of the account holder(s)/person(s) who will operate the A/C.
2. Registration Certificate (from respective Ministry/Directorate).
3. Certified copy of Constitution/Memorandum of Association & Article of Association duly attested by the chairman/secretary.
4. Resolution for opening & operation of the account duly attested by the chairman/secretary.
5. Up to date list of Office Bearers/Governing Body/Managing Committee duly certified by the chairman/secretary.
6. Seal (designation wise) who will operate the account.
7. Photocopy of valid National ID/Passport/Birth Registration Certificate. In case of Birth Registration Certificate another photo ID acceptable to the Bank to be provided for Account Operator/Signatories.
8. Rental agreement (if any).
9. Certificate of Registration from NGO Bureau (in case of NGOs funded by overseas donor agencies).
10. Copy of POA to represent the NGO & open any Bank account in Bangladesh. (NGO registered abroad).

Limited Company

1. Two copies of recent passport size photograph of the account holder(s)/person(s) who will operate the A/C.
2. Certified copy of Constitution/Memorandum of Association & Article of Association duly signed or authenticated at each page by the Managing Director/Chairman.
3. Certified copy of Certificate of Incorporation
4. Resolution of the Board of Directors for opening & operation of the account duly attested by Managing Director or Chairman.
5. List of Directors with name, father's name, mother's name, spouse's name, date of birth & signature (up-to-date) in letterhead pad of the company duly certified by the Chairman or Managing Director.
6. Seal (designation wise) who will operate the account.
7. Valid Trade License.
8. Personal details, photocopy of valid National ID/Passport/Birth Registration Certificate. In case of Birth Registration Certificate another photo ID Acceptable to the Bank to be provided for Account Operation/Signatures all directors (minimum 5 highest share holding Directors).
9. Rental agreement (if any).
10. E-TIN certificate.
11. VAT Registration Number (if any).
12. Photocopy of Utility Bill of current month of present business addresses (Electricity/WASA/Gas/Telephone).
13. Certified copy of Certificate of Commencement of Business duly authenticated by the Chairman or Managing Director (in case of public limited company).
14. Form XII (in case of transfer of Directorship).
15. Copy of permission letter obtained from BIDA or other competent authorities like BEPZA, BEZA or other Specialised Zones Authorities under Section 18 (B) of the FER Act, 1947 and Section 14(2) of BIDA Act, 2016 to be obtained (where applicable).

Trust

1. Two copies of recent passport size photograph of the account holder(s)/person(s) who will operate the A/C.
2. Up to date list of members of the Trustee Board.
3. Certified copy of Deed of Trust.
4. Certified copy of the Resolution of the Trustee Board for opening & operation of the account.
5. Seal (designation wise) who will operate the account.
6. Rental agreement (if any).

Notes

"Applicant's Personal Information" form to be filled up separately for Proprietor, Partner(s), Director(s), Account Operator(s)/Signatory(s).

*Bank at its satisfaction can collect additional information & documents in addition to above mentioned list.

PLEASE FILL UP THE FORM IN ENGLISH (CAPITAL LETTER)

[Please fill up all fields carefully & strike-out the ones which are not applicable]

ACCOUNT OPENING FORM

Non-Personal Account

Date:

d	d	m	m	y	y	y	y
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New Customer

Existing Customer

Existing A/C No.

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The Head of Branch

Prime Bank Limited

.....Branch

Dear Sir/Madam,

I/We am/are applying to open an account with your Branch. My/Our organization and account related detailed information are furnished below:

Confidential & for Bank's use only																		
A/C No.	<table border="1" style="width: 90%; border-collapse: collapse;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																	
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1st Part: Account Related Information

1. **Title of Account:**

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হিসাবের নাম :

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2. **Type of Account** – Please Tick (✓) Mudaraba Savings Al Wadeeah MSND FC PB Islamic Others.....

3. **Currency-** Please Tick (✓) Taka Dollar Euro Pound Others.....

4. **Mode of Operation-** Please Tick (✓) Singly Joint Others.....

5. **Initial Deposit:** Amount..... In word

6. a) **Cheque Book:** Yes No b) **E-Statement:** Yes No c) **Internet Banking:** Yes No

d) **Mobile No:**

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 e) **E-mail:**

2nd Part: Organization Related Information

1. **Name of the Organization** (Block Letter):.....

প্রতিষ্ঠানের নাম:

2. **Trade License No:**..... **Date:**..... **Issuing Authority:**

3. **Registration No:**..... **Date:**..... **Registration Authority & Country:**

Registered Address:

4. **VAT Registration No/BIN (if any):**

5. **Electronic Tax ID (E-TIN) No:**.....

6. **Business/Office Address:**

7. **Type of Organization**–Please Tick (✓) Proprietorship Partnership Joint Venture Private Ltd. Co. Public Ltd. Co.

Trust NGO/NPO Club/Society Educational Institution Religious Institution Others.....

8. **Type of Business (Details):** Trading Service Manufacturing Others.....

9. **Nature of Business (Details):**.....

10. **Annual Turnover:**.....

11. **Mailing Address:**

.....
A/C Opening officer's signature with Name Seal, Signature & Date

.....
Approved by Signature with Name Seal

Declaration & Signature

I/We, the undersigned, declare that the information provided above is true. I/we will provide necessary information/ documents on demand of Bank. I/We hereby agree to enroll in the SMS Service offered by Prime Bank Ltd. where I/we shall receive transaction notifications and other bank related information at above mentioned mobile number.

Signature of the Applicant(s)

1..... 2..... 3..... 4.....

Account No: <input style="width: 100px;" type="text"/>			Specimen Signature Part
Unique Customer ID No: <input style="width: 100px;" type="text"/>	Date: <input style="width: 100px;" type="text"/>		
Title of Account: <input style="width: 100%; height: 20px;" type="text"/>			
Special instruction: <input style="width: 100%; height: 20px;" type="text"/>			

1st Applicant	2nd Applicant	3rd Applicant	4th Applicant
Photograph	Photograph	Photograph	Photograph
<i>Signature</i>	<i>Signature</i>	<i>Signature</i>	<i>Signature</i>
<i>Signature</i>	<i>Signature</i>	<i>Signature</i>	<i>Signature</i>
<i>Name</i>	<i>Name</i>	<i>Name</i>	<i>Name</i>

Contact number & Address:	_____ Authorised Bank officer's Signature & Seal
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Confidential & for Bank's use only	
PBL Customer Type	a. CNIB b. Commercial c. MSME (Please Tick (✓)) <input type="checkbox"/> Small <input type="checkbox"/> Cottage <input type="checkbox"/> Micro <input type="checkbox"/> Medium
RM Code : <small>(Please provide employee ID with Signature)</small>	Employee ID: a. RM..... b. ARM..... Signature:
Monthly Transaction:	Monthly Deposit :..... Monthly Withdrawal :.....
Code	a. Sector Code :..... b. Security Code :.....

.....
A/C Opening officer's signature with Name Seal, Signature & Date

.....
Approved by Signature with Name Seal

.....Branch

Third Part: Applicant's Personal Information

Confidential & for Bank's use only	
A/C No.	<input type="text"/>
Unique Customer Identification Code	<input type="text"/>

Self Attested
Photo**1. Name of Customer** (Block Letter):.....

গ্রাহকের নাম:.....

2. Date of Birth:.....**3. Father's Name**.....**4. Mother's Name:**.....**5. Spouse's Name:**.....**6. Nationality:**..... **7. Gender:** Male Female Other **8. Resident Status:** Please Tick (√) Resident Non-Resident (If needed instructions on Guideline of Foreign Exchange Transactions to be followed)**9. Occupation (Details):** **Relation with Organization:**.....**10. Electronic Tax ID (E-TIN) No:**.....**11. a) Present Address:** Road/Vill: P.O:..... Thana:.....

District:..... Phone/Mobile No: E-mail:

b) Permanent Address: Road/Vill: P.O:..... Thana:.....

District:..... Phone/Mobile No: E-mail:

12. Identification National ID card No/Passport No/Birth Registration Certificate No:.....**13. Share Holdings (%):****Declaration & Signature:**

I, the undersigned, declare that the information provided above is true. I will provide necessary information/ documents on demand of Bank.

.....
Applicant's name, designation, signature and date:.....
A/C Opening officer's signature with Name Seal, Signature & Date.....
Approved by Signature with Name Seal

Foreign Account Tax Compliance Act ("FATCA")

Account Opening Form Supplement (use additional copies, if required)

This form must be completed by any individual/non-individual/entity who wishes to open a Bank Account/have been maintaining one.

Account Number	<input style="width: 100%; height: 20px;" type="text"/>
Name	<input style="width: 100%; height: 25px;" type="text"/>
Country of Residence/Registration	<input style="width: 100%; height: 25px;" type="text"/>
Country of Birth/Incorporation	<input style="width: 100%; height: 25px;" type="text"/>
Please check' ✓ ' 'Yes' or 'No' for each of the following questions	
1. Are you a U.S. Resident?	Yes / No
	<input type="checkbox"/> / <input type="checkbox"/>
2. Are you a U.S. Citizen?	<input type="checkbox"/> / <input type="checkbox"/>
3. Do you hold a U.S. Permanent Resident Card (Green Card)?	<input type="checkbox"/> / <input type="checkbox"/>
4. Is your entity a foreign entity where there is substantial "US ownership" ? i.e.10% or more (for company/non-individuals)	<input type="checkbox"/> / <input type="checkbox"/>

I/we hereby confirm the information provided above is true, accurate & complete.

Subject to applicable local laws, I/we hereby consent for Prime Bank Limited, Bangladesh or any of its affiliates (including branches) (Collectively "the Bank") to share my/our information's with domestic/U.S. regulators or tax authorities where necessary to establish my/our tax liabilities in any jurisdiction.

Where required by domestic or U.S. regulators or tax authorities, I/we consent and agree that the Bank may withhold from my/our account(s), such amounts as may be required according to applicable laws, regulations and directives.

I/we undertake to notify the Bank within 30 (thirty) calendar days if there is a change in any information which I/we have provided to the Bank.

Applicant(s) name, designation, signature and date:

.....
A/C Opening officer's signature with Name Seal, Signature & Date

.....
Approved by Signature with Name Seal

TERMS & CONDITIONS:

A/C No.	<input type="text"/>
Unique Customer Identification Code	<input type="text"/>
Confidential & for Bank's use only	

1. Governing Law, Regulations and Rules

These terms and conditions shall apply to such accounts and services as offered by the Bank to its customers, existing or new, from time to time. The terms and conditions here in shall be governed by the rules and regulations of the Central Bank of Bangladesh, Government of Bangladesh and the Bank's policies and practices.

2. Acceptance of Rules

Any person opening the account shall be deemed to have read, understood and accept the terms and conditions herein governing the account.

3. Information about Customers

It is the Bank's policy that it will offer high quality services to customers but not to customers who are engaged in illegal activities and activities that are harmful to the welfare of the people of the country. It is therefore necessary for the Bank to obtain information about its customers that are true and correct. The customer agrees to provide the Bank such information, particulars and documents as the Bank may require from time to time in connection with customer's financial condition, background and dealings with the Bank and businesses. All information, particulars and documents that the customer provides must be true, correct and complete and that if there are any changes to the information provided, the customer will immediately inform the Bank in writing. The customer authorizes the Bank to obtain any information that the Bank considers necessary from other banks, organizations and sources that provide information relative to the customer's financial conditions. It is the Bank's policy to maintain confidentiality of customer information. However, the laws and regulations in Bangladesh may require disclosure of customer information to government organizations and/or regulatory organizations such as the Bangladesh Bank. The Bank may also consider sharing customer information in a way that it considers most suitable with other organizations to improve banking services. The customer authorizes the Bank to disclose or share information at the sole discretion of the Bank and indemnifies the Bank from any accidental disclosure of information during the process of printing, transportation and filing of information.

4. Initial Deposit and Minimum Balance

The initial minimum deposit of Tk. 1,000/- is required to open the Mudarabah Savings Account and Tk. 5,000/- is required to open the Al Wadeah Current Account, and shall have to maintain minimum balance of Tk. 500/- in case of MSA A/C. and Tk.2,000/- in case of AWCA. Tk. 25,000/- is required as the initial amount for opening the Short Notice Deposit Account and shall have to maintain the minimum balance of Tk. 25,000/- in the MSND A/C.

5. Deposits, Withdrawals

A depositor can withdraw upto 25% of his balance from his Mudarabah savings Bank account twice in a week. If any depositor withdraws more than 25% of the balance, the customer will not be entitled for profit for that month. If any depositor repeatedly withdraw more than 25% of the balance or more than twice in a week, service charge as applicable for Al Wadeah Current Account will be applicable to that MSA Account. A depositor can deposit and withdraw from the Al Wadeah Current Account as many time as required and Cheques, Drafts, Pay Orders are to be crossed at the time of deposit. The Bank acts only as the collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Thus, proceeds of cheques or other instruments deposited will not be available for withdrawal until collected by the Bank. Balance in Mudarabah Short Notice Deposit (MSND) will bear profit as applicable from time to time. For withdrawal of any amount from the MSND Account 7 (seven) days notice, as per option will be required. Otherwise, profit for the month will be forfeited.

6. Fees

The Bank shall be entitled without notice to levy or impose all customary banking & other charges and expenses (including collection fees and legal expenses) in respect of any account or in respect of any other banking facilities provided to the customer by the Bank and to debit the relevant account(s) in accordance with bank's normal banking procedures. Such charges are not refundable upon termination of any or all of a customer's account.

7. Credits to the Account

The Bank acts only as the collection agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Thus, proceeds of cheques or other instruments deposited will not be available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account that may have been inadvertently credited with an item subsequently unpaid on collection.

8. Withdrawal from MSND Account

Deposit in Mudarabah Short Notice Deposit (MSND) will bear profit as applicable from time to time. For withdrawal of any amount from MSND Account 7 (Seven) days notice, as per option will be required. otherwise, profit for the month will be forfeited.

9. Issue and Safety of Cheques

Cheques will only be issued to a customer when all documentation considered necessary by the Bank has been obtained. It is the responsibility of the account holder to ensure cheques in their possession are kept safely. The customer must all time exercise due care to prevent cheques, payment orders and other instruments 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 the customer or any other person. Any loss or misuse of the cheques or other instruments must be immediately reported to the Bank and confirmed in writing without any delay. Chequebook and other securities will be valid if signed / initiated by authorized officials.

10. Changes of Terms & Conditions

The Bank may at any time as it deems necessary add/amend/delete the present terms & conditions. The Bank may give notice of such changes where it considers appropriate to the holder(s) by ordinary mail/email.

11. Closure of Accounts

The Bank reserves the right to close any account or related service without giving prior notice if the conduct of the account is unsatisfactory in the opinion of the Bank or for any other reasons whatsoever. The Bank shall pay customer all available and finally collected balance after all dues to the Bank have been recovered/realized at the time of the closure of the account.

12. Minimum Balance and Profit Payment

The minimum average monthly balance as prescribed by the Bank from time to time is required to be maintained in Al Wadeah and MSND accounts. The Bank reserves right to change the minimum balance requirement. If the balance falls below the required minimum for a period, the Bank may not credit any profit for the period.

13. Periodic Statement and Advice

The customer may be provided account statements a "statement" monthly, half yearly or yearly. The customer is required to promptly notify the Bank of the failure to receive an expected statement or advice. If the account holder does not bring the errors, discrepancies or irregularities to the notice of the Bank in writing within fifteen (15) calendar days after the mailing of the Statement/Advice, it will be constructed that the transaction shown in the account Statement/Advice are correct and complete.

14. Deposits, Withdrawals and Banking Facilities

The Bank shall meet its obligations exclusively at the branch office where the account is maintained by the customer. When appropriate telecommunication is possible, deposits or withdrawals of money may be made at any of the Bank's Branches in Bangladesh subject to the terms and conditions of the Bank. The customer shall ensure that there are sufficient funds (or pre- arranged credits) for the Bank to honor cheques presented to the bank or for debits to the account in accordance with instructions made by the customer for his/her account provided always that the Bank may, at its sole discretion carry out the instruction notwithstanding such inadequacy and may do so without seeking prior approval from or notice to the customer and the customer shall be responsible to repay the resulting overdraft, advance or credit thereby created and for all related charges.

15. Suspicious Transactions

The Bank may refuse to process any transaction on any account of the customer if the Bank, in its sole discretion suspects fraud or illegality therein. The decision of the Bank with regards to whether a transaction is or its likely to be involving a fraud or illegality or irregularity shall be final and conclusive and binding on the customer.

16. Instrumental Deposit

The Bank will not accept stale or post dated instruments for deposit. The Bank may refuse to accept an instrument payable to "cash" if the instrument is not payable to "bearer". The Bank will refuse to accept an instrument for deposit if the payee's name is not identical to the name of the customer in the Bank's record.

17. Orders to Stop Payment or Amend Instruction

A customer may place a stop payment order for a cheque in writing. The Bank will not make the payment if it has reasonable opportunity to act on such order.

18. Service Disruption

The customer agrees that the Bank will not be liable for any loss or any damage, if it is unable to provide services in connection with any customer accounts due to postal, courier, electrical, mechanical, telecommunications or computer failure or an act of god, catastrophe, war, civil or industrial disturbance.

19. No Liability for Loss

The customer agrees that the Bank will not be liable for any loss, damage or liability incurred by the customer in connection with any of its accounts with or services provided or agreed to be provided by the Bank or inaction on part of the Bank or any of its officers, agents, employees and representatives. The customer's agrees not to hold the Bank liable for any loss or damage arising from: (A) non-discovery of any forgeries or frauds, except to the extent that the Bank has acted with gross negligence, (B) the Bank closing the customer's account for whatever reason whatsoever, (C) directly or indirectly, the error, failure, negligence, act or omission or any other person, system, institution or payment infrastructure.

20. Indemnity

The customer shall keep the Bank indemnified at all times against all loss, costs, damages, expenses (including legal fees), claims or demands arising in any way in connection with the customer's account 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.

21. Positive Pay

As per instruction of Bangladesh Bank on positive pay for clearing cheque, the account holder must inform the Bank (PBL) in writing after issuance of cheque for the amount 1 (one) lac and above. Otherwise, the Bank may return the cheque if presented through automated clearing house at the risk and responsibility of the account holder(s).

22. 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 in accordance with the laws of Bangladesh.
- Electronic statement delivery will supersede hard copy statement delivery (if any).

23. Others Rules (অন্যান্য নিয়মাবলি)

মানি লন্ডারিং প্রতিরোধ আইন বিষয়ে সম্মানিত গ্রাহকবৃন্দের সদয় অবগতির জন্য

দেশে অবৈধ সম্পদ আহরণ বন্ধকরণ ও সম্পদের অবৈধ পাচার রোধে মানি লন্ডারিং প্রতিরোধ আইন, ২০১২ জারি হয়েছে। উক্ত আইন কেন্দ্রীয় ব্যাংকের সার্বিক তত্ত্বাবধানে ব্যাংক ও আর্থিক প্রতিষ্ঠানসমূহের মাধ্যমে বাস্তবায়ন হচ্ছে। অপরাধ সংঘটনের মাধ্যমে প্রাপ্ত অর্থ বা সম্পত্তির অবৈধ উৎস গোপন বা আড়াল করার উদ্দেশ্যে উহার স্থানান্তর, বিদেশে প্রেরণ বা বিদেশ হইতে বাংলাদেশে প্রেরণ বা আনয়ন করা বা বৈধ বা অবৈধ উপায়ে অর্জিত অর্থ বা সম্পত্তি নিয়ম বহির্ভূতভাবে বিদেশে পাচার মানি লন্ডারিং আইনে শাস্তিযোগ্য অপরাধ।

অপরাধের মাধ্যমে অর্জিত অর্থ বা সম্পত্তির অবৈধ উৎস গোপন বা আড়াল করা বা এরূপ কার্যসম্পাদনের চেষ্টা করা বা অনুরূপ কার্যসম্পাদনে সজ্ঞানে কাউকে সহায়তা বা ষড়যন্ত্র করাও মানি লন্ডারিং আইনে শাস্তিযোগ্য অপরাধ।

হুন্ডি কার্যক্রম দেশের অর্থনীতির জন্য ক্ষতিকর। হুন্ডির মাধ্যমে অর্থ প্রেরণ, অর্থ গ্রহণ এবং হুন্ডির কাজে সহায়তাকরণ মানি লন্ডারিং প্রতিরোধ আইনে শাস্তি যোগ্য অপরাধ।

কোনো ব্যক্তি মানি লন্ডারিং অপরাধ করলে বা সংঘটনে ষড়যন্ত্র, সংঘটনের প্রচেষ্টা বা সহায়তা করলে, প্ররোচিত বা পরামর্শ প্রদান করলে তিনি অ ন্যূন ৪ (চার) বছর এবং অনধিক ১২ (বার) বছর পর্যন্ত কারাদণ্ডে দণ্ডিত হবেন। অস্বাভাবিক লেনদেনজনিত কারণে সন্দেহ স্থাপিত হলে কেন্দ্রীয় ব্যাংক যেকোনো নো হিসাবের লেনদেন পরীক্ষা নিরীক্ষা করতে পারে। অবৈধ লেনদেন প্রমাণিত হলে প্রয়োজনে আদালতে মামলা দায়ের করা যেতে পারে।

মানি লন্ডারিং প্রতিরোধ আইন, ২০১২ অনুসারে মানি লন্ডারিং একটি অজামিনযোগ্য অপরাধ।

আদালত এই আইনের অধীন অপরাধের জন্য নির্ধারিত দণ্ড আরোপ এবং উপযুক্ত ক্ষেত্রে তদন্তদেশ, অবরুদ্ধকরণদেশ, ক্রোড়দেশ, অর্থদণ্ড এবং ক্ষতিপূরণদেশসহ অন্যান্য আদেশ প্রদান করতে পারে।

মানি লন্ডারিং প্রতিরোধ আইন ২০১২, অনুযায়ী কোনো ব্যক্তি জ্ঞাতসারে অর্থের উৎস বা হিসাবধারকের পরিচিতি বা নমিনি সম্পর্কে কোনোরূপ মিথ্যা তথ্য প্রদান করলে তিনি অনধিক ৩ (তিন) বছর কারাদণ্ড বা অনূর্ধ্ব ৫০,০০০/- (পঞ্চাশ হাজার টাকা) অর্থদণ্ড বা উভয় দণ্ডে দণ্ডিত হবেন।

সন্ত্রাসী এবং সন্ত্রাসীকাজে অর্থ জোগান প্রতিরোধের লক্ষ্যে সন্ত্রাস বিরোধী (সংশোধন) আইন, ২০১৩ জারি করা হয়েছে। এই আইন অনুসারে সন্ত্রাসীকাজে অর্থ জোগান একটি শাস্তিযোগ্য অপরাধ এবং এক্ষেত্রে সর্বোচ্চ শাস্তি ২০ (বিশ) বছর কারাদণ্ড।

সম্মানিত গ্রাহকবৃন্দের চেক প্রত্যাখ্যাত বিষয়ে সদয় অবগতির জন্য :

“তহবিল অপরাধের কারণে বাহকের চেক প্রত্যাখ্যাত হওয়া একটি শাস্তিযোগ্য অপরাধ”

তহবিল অপরাধের কারণে ব্যাংকের চেক প্রত্যাখ্যাত হওয়ার ক্ষেত্রে সংশোধিত নেগোশিয়েবল ইন্সট্রুমেন্টস অ্যাক্ট, ২০০৬-এ চেক ইস্যুকারীর অনধিক এক বছরের কারাদণ্ড এবং/কিবা চেকে বর্ণিত অর্থের অংকের তিনগুণ পর্যন্ত জরিমানার বিধান রয়েছে। এ বিষয়ে আইনি প্রতিকার লাভ করলে অনুসরণীয় ধাপসমূহ নিম্নরূপ :

- তহবিল অপরাধের কারণে চেক প্রত্যাখ্যাত হওয়ার খবর সংশ্লিষ্ট ব্যাংক হতে জানার ৩০ (ত্রিশ) দিনের মধ্যে আইনসিদ্ধ চেকের অর্থ প্রাপক কর্তৃক চেক ইস্যুকারী বরাবরে লিখিত দাবীনামা পেশ করতে হবে।
- দাবীনামা পাওয়ার ৩০ (ত্রিশ) দিনের মধ্যে চেক ইস্যুকারী কর্তৃক চেকে বর্ণিত অর্থ পরিশোধ না করা হলে সংশোধিত নেগোশিয়েবল ইন্সট্রুমেন্টস অ্যাক্ট, ২০০৬-এর ৩ (তিন) ধারার আওতায় শাস্তিযোগ্য অপরাধ করেছেন বলে গণ্য হবেন।
- অনুরূপ অপরাধ সংঘটিত হওয়ায় অর্থাৎ শাস্তিযোগ্য অপরাধ হিসেবে গণ্য হওয়ার তারিখ হতে ৩০ (ত্রিশ) দিনের মধ্যে আইনসিদ্ধ চেকের অর্থ প্রাপক কর্তৃক উপযুক্ত আদালতে মামলা রুজু করতে হবে।

ঠিকানা যাচাই করার পর চেক বই প্রদান প্রসঙ্গে

আমি/আমরা নিম্ন স্বাক্ষরকারী, এই মর্মে প্রত্যয়ন করছি যে, এই শাখা কর্তৃক পক্ষ কর্তৃক প্রেরিত আমার/আমাদের ঠিকানা যাচাই করার পত্র প্রাপ্তি রশিদ দাখিলের পর আমার/আমাদের চেক বই সংগ্রহ করব।

Account Rules

Opening an Account

Eligibility, Profit, Fees & Charges, documentation requirements and other conditions are 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 profit is given on Al-Wadeah 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.

Withdrawals

Cash withdrawals should only be made on the printed cheque forms supplied by the Bank. The account should not be overdrawn nor should be cheques be drawn against funds in course of realization unless the special arrangements have been made with the Bank. No overdrafts are allowed on Mudaraba Savings Accounts.

Minimum Average Balance

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.

Cheque Books

1. The Bank reserves the right to refuse issuance of cheque book on such accounts which are not maintained satisfactorily and also when an excessive number of cheques from the previous cheque book have remained unused.
2. When new cheque books are delivered to the customer by post it will be according to the address record kept by the Bank (or by such other means as determined by the Bank). The Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.
3. Undelivered cheque book will be retained by the Bank for up to 90 (Ninety) days. After 90 (ninety) days undelivered cheque book will be destroyed by the Bank and necessary charges will be realized from the respective customer account as per Bank's tariff.
4. Account holders should exercise care when drawing cheques and should not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable.
5. The cheque will be returned unpaid if drawer's signature differs from that on record at the Bank. The same style and model of signature as per specimen given to the Bank must be adhered to.
6. The bank reserves the right to dishonor cheque(s) on reasonable ground. In the event of a cheque being returned, the Bank may realize a penalty charge for each presentation & return.
7. The customer should comply with the conditions as printed on the inside of the front cover of the issued cheque book.

Stop Payment of the Cheque

I/We, the account holder(s), shall immediately notify the Bank if any of the cheques issued to me/us, 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) cases where I have lost the relevant cheque 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 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. A charge as per our prevailing tariff will be recovered for recording stop payments.

Fraud & Forgery Due to Payment of Cheque

The customer must all times 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 thereof 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. The Bank will not execute any customer transaction over phone, fax and e-mail (unless standard indemnity arrangements are already in place).
6. Duplicate statements of past transactions are issued against payment of charges as per our current tariff.
7. Accounts against 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.
8. Customer transactions will be entertained during normal banking hours that may be in force from time to time.
9. 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.
10. 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.
11. 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 ineptness to the Bank. Further, any of the account(s) of the customer(s) with any branch of the Bank shall be treated as one combined account.
12. 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. It is also a responsibility of the customer to inform the Bank in writing before leaving country.
13. The Bank may refuse to process any transaction on any customer's account(s) if the Bank suspects fraud or illegality therein. The Bank's 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.
14. The Bank reserves the right to close any account having zero balance without transaction for one year.
15. Statements of accounts are issued based on product feature half yearly and/or when a statement sheet is completed in case of Al Wadeah current/Mudaraba savings accounts. If statements are required in frequencies higher than the above a charge will be levied as per our current Tariff.
16. The Bank reserves the right to amend the terms and conditions, current tariff without any notice.

Collection of Cheque/Draft/Pay Order

The Bank will refuse to accept an instrument for deposit through collection or internal Transfer if the payee's name is not identical to the name of the customer in the Bank's record. The Bank acts as the collection agent and assumes no responsibility for the realization of any instrument deposited with the Bank for collection. Thus, proceeds of the cheques or other instruments deposited will not be available for withdrawal until collected by the Bank.

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

- Al Wadeah/Mudaraba Savings/MSND Accounts being inoperative for one year 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 customer's initiated transaction is allowed in the Dormant account unless the account holder(s) apply to Prime Bank Limited in writing to regularize the status of account.

Overdrawn Account

If for whatever reasons the Account has any unauthorized debit balance, the Customer shall pay profit 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.

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 profit or exchange rate or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of profit 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, and regardless of whether such information will following disclosure be held, processed, used or disclosed by such recipient in Bangladesh or another country.

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 use any banking facilities after the effective date of the amendment, I shall be deemed to have received notice of the amendment and to have decided continue to use the Banking facilities upon the revised terms and conditions. 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.

Notice

Save as otherwise provided in these terms and conditions, any demand or communication made by the Bank under these terms and conditions shall be in writing and made at the address given by me (or such other addresses 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.

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 reason 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 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 guidelines/circulars together with any alteration/modification thereto effected by Bangladesh Bank from time to time.

I/We have gone through the term & condition mentioned above and understood them entirety 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.

Shariah Principles

Al Wadeah (applicable for Al Wadeah Accountholders)

It is an Al Wadeah Agreement between Prime Bank Limited and the Depositor(s). As per the Agreement, the Bank ensures safety of the deposit to be made by the Depositor and shall be liable to refund in part or full as per demand of the Depositor. The Depositor agrees to allow the Bank to invest this fund under Shari'ah approved mode of investment without any Profit (or Loss) to be paid to the Depositor.

Mudaraba (applicable for Mudaraba Accountholders)

It is a Mudaraba Agreement between Prime Bank Limited and the Depositor(s) which is approved by Islamic Shari'ah. As per the Agreement, the Depositor is 'Sahib Al Maal' (Capital Owner) while the Bank is Mudarib (Fund Manager). Bank, after receiving the deposit, would invest the same under Shari'ah approved modes of investment and 70% of the profit (or loss) acquired from the investment would be distributed among the depositors after calculation of actual profit (or loss). The profit would be distributed based on weightage fixed for each Mudaraba account. In Mudaraba Accounts, Provisional Profit to be distributed which to be adjusted /realized at the year end.

The Bank does not pay Zakat from depositor's account, paying of Zakat is the discretion of the Depositor.

Signature of the Applicant(s)

1..... 2..... 3..... 4.....

Disclaimer:

Terms & Conditions are subject to review and changes as per bank's discretion, changes (if any) will be equally applicable to the customer(s). If any confusion arises between Bangla & English version of the text mentioned above, the English version shall be deemed as correct.



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