midlandbank
bank for inclusive growth

Midland Bank PLC.

_____ Branch

Institutional Account Opening Form

Date: d d – m m – y y y y

Account No: _ _ _ _ – _ _ _ _ _ _ _ _ _ _

Unique Customer ID Code: _ _ _ _ _ _ _ _ _ _

(For Bank Use Only)

The Manager
Midland Bank PLC.

_____ Branch

Dear Sir,

I/We hereby apply to open an account with your Branch. My/our account details, Institutional and personal information are furnished below:

First Part: Account related Information

1. Account Title (বাংলা) _____

In English (Block Letter) _____

2. Account Type (please tick) : ☐ Savings ☐ Current ☐ S.N.D ☐ F.C. ☐ R.F.C.D ☐ N.F.C.D ☐ Others _____

3. Currency (please tick): ☐ BDT ☐ USD ☐ EURO ☐ Pound ☐ Others _____

4. Account Operation Instruction (please tick) : ☐ Singly ☐ Jointly ☐ Others _____

5. Initial Deposit: (In number) _____ (In word) _____

6. Others facilities:

Cheque Book: ☐ Yes ☐ No e-statement: ☐ Yes ☐ No Debit Card: ☐ Yes ☐ No midland online (Internet Banking): ☐ Yes ☐ No

E-mail: _____ SMS Alert Mobile No. _ _ _ _ _ _ _ _ _ _ _

(Please enroll me in e-statement and SMS service to receive transaction notification and other bank related information in my mobile.)

Second Part: Institution Information

1. Institution's Name (বাংলা) _____

In English (Block Letter) _____

2. Trade License No _____ Date _____ Issuing Authority _____

3. Registration No _____ Date _____

Registration Authority and Country _____

Registered Address _____ Contact: ☐ Registered ☐ Office

4. VAT Registration No./BIN (If any) _____ 5. TIN No. (If any) _____

6. Office Address _____

7. Institution Type ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Private Ltd. ☐ Public Ltd. ☐ Trust

☐ NGO/NPO ☐ Club/Society ☐ Education Insitution ☐ Religious Institution ☐ Others (Specify).....

8. Business Type ☐ Trading ☐ Service ☐ Manufacturing ☐ Others

9. Business Nature _____

10. Annual Turnover _____

Account Opening Officer's Seal, Signature & Date

Approving Officer's Seal, Signature & Date

Third Part: Customer Information[1]

Account No: | | | | | – | | | | | | | | | | |

1. Account Holder's Name (বাংলা) _____

In English (Block Letter) _____

Account holder's photograph

2. Date of Birth: D D M M Y Y Y Y

3. Father's Name _____

4. Mother's Name _____

5. Spouse's Name _____

6. Nationality _____ 7. Gender _____ 8. Resident Status (Please tick) ☐ Resident ☐ Non-Resident

9. Profession in Detail _____

10. Relationship with the organization _____ 11. TIN No. (If any) _____

12. (a) Present Address (Place of Residence) _____

(b) Permanent Address _____

(c) Contact Address (Please tick) ☐ Present ☐ Permanent ☐ Office

(d) Phone No. 1. _____ 2. _____ E-mail _____

13. Identification document:

National ID Number _____ / Passport No. _____ Expiry _____

/ Birth Certificate No. _____

14. Are you a U.S. citizen or lawful permanent resident or green card holder ☐ Yes ☐ No (If yes, FATCA rules will apply)

Declaration and Signature

I/We also solemnly and sincerely declare that the above furnished information is true and correct. I/We shall supply information/documents relating to the account that you may require at any time.

Account No: | | | | | – | | | | | | | | | | |

Special instruction (mark ✓) ☐ Singly ☐ Jointly ☐ Others _____

Applicant(s)[4] Name, Signature & Date:

Signature admitted by

Please attach photograph here (1st Applicant)	Please attach photograph here (2nd Applicant)/Beneficial Owner	Please attach photograph here (3rd Applicant)/Beneficial Owner
Signature	Signature	Signature
Signature	Signature	Signature

Name : _____ Name : _____ Name : _____

For Bank Use Only

Comments _____

Account Opening Officer's Seal, Signature & Date

Approving Officer's Seal, Signature & Date

1. If there are more than one account holder then attach every account holder's information seperately through an annexure of the third part.

www.midlandbankbd.net

Terms & Conditions of the Account

Customer ID: | | | | | | | | | | | Account Number | | | | | – | | | | | | | | | | |

OPENING AN ACCOUNT
Eligibility, Interest, Fees & Charges, documentation requirements and other conditions are as per feature of the product. Customer will express their interest to know about that.

MINIMUM DEPOSIT
A minimum deposit amount shall be applicable as per Bank policy.

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

DEPOSIT SURVIVOR
The initial minimum deposit to open an account and Average minimum balance has to be maintained. The Bank reserves the right to close the account without further notification to the account holders.

CLOSURE OF ACCOUNT
Account closing process will be guided by the bank's prescribed policy. The Bank reserves unequivocal right to close any unsatisfactory account at its absolute discretion.

MINOR'S ACCOUNT
An account may be opened on behalf of a minor by his/her natural guardian or by a guardian appointed by a court of Competent Jurisdiction. Upon the minor's attaining majority, the right of the guardian to operate the account shall be ceased.

CHEQUE BOOK
1. An application for a cheque book on a Savings/ Current Account must be made on the Bank's requisition slip, duly signed by the account holder(s).
2. The Bank reserves the right to refuse issuance of cheque books on such accounts which are not maintained satisfactorily.
3. When new cheque books are delivered to the Customer by post or other means it will be according to the address record kept by the Bank. The Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.
4. Undelivered cheque book will be retained by the Bank for up to 60 (Sixty) days. After 60 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.
5. The bank reserves the right to dishonor cheque(s) on reasonable ground such as signature differs, material alteration, positive payment and so on. In the event of a cheque being returned, the Bank may realize a penalty charge for each presentation & return.

Stop Payment of the Cheque
I/we, the account holder(s), shall immediately notify the Bank either orally or in writing if any of the cheques issued to me/ us, is lost or stolen. And the Bank may in its absolute discretion will mark stop payment of that cheque (book). 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 bank's prevailing tariff will be recovered for recording stop Payments.

Fraud & Forgery due to Payment of Cheque
The customer must at 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 the 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
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. While an existing customer opens a new account, the Bank shall replicate necessary information of the said customer from the previous account opening form.
4. The Bank reserves the right to close any account having zero balance without transaction for six (06) months.
5. Duplicate statements of past transactions are issued against payment of charges as per our current Tariff.
6. Accounts upon 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.
7. Customer transactions will be entertained during normal banking hours that may be in force from time to time.
8. Account holders 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.
9. 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.
10. 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 indebtedness 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.
11. 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 responsibility of the customer to inform the Bank in writing before leaving country.
12. The Bank reserves the right to amend the terms and conditions, current Tariff without any notice.
13. The account holder is solely responsible for prompt examination of all entries in the statement and must give the Bank written notice within 7 days of the date of the relevant statement of any discrepancy that he believes exists between any such statement and his own records. In the absence of any such notice from the Account holder, he/she will be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.
14. The Bank may refuse to process any transaction on any customers' account(s) if the Bank suspects fraud or illegality therein. The Banks' 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.
15. 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.
16. The Bank will not execute any customer transaction over phone, fax and e-mail (unless standard indemnity arrangements are already in place).

AUTOMATED TELLER MACHINE (ATM) DEBIT CARD
I) The Bank may in its absolute discretion issue card(s) to the account holders. It shall be surrendered unconditionally to the Bank at the time of closing the account(s) or upon demand by the Bank at any time.
II) The cardholder shall 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 or other transactions effected by use of a card.

COLLECTION OF CHEQUE / DRAFT / PAY ORDERS
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.

FOREIGN CHEQUES
1. 'Foreign Cheque' mean cheques in a foreign currency paid out of an account at a Bank abroad (in countries other than Bangladesh).
2. The exchange rate when converting a foreign cheque into BDT will be
   I) Bank's standard exchange rate for negotiating cheques and collecting cheques, on the day the cheque is presented.
   II) Any costs or other obligations as a result of negotiating or collecting a foreign cheque shall be reimbursed by the account holder.

INTERNATIONAL PAYMENTS
I) Any payment in a foreign currency in the account shall be converted into BDT before it is paid in to the account.
II) Bank standard exchange rate for buying the relevant currency applies on the day the Bank receives the payment.
III) The payment shall be made in accordance with the Foreign Regulations Act 1947.

SUSPICIOUS TRANSACTIONS
Bank may refuse to proceed any transaction on the account if the Bank suspects fraud or forgery. The decision of the Bank on regards to the suspicious transaction shall be final and conclusive and binding on the customer.

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
a) If there is no transaction initiated by me for 2 years in case of Savings Account and 1 year in case of Current Account then the account will be classified as 'Dormant'.
b) (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.
c) No customers' initiated transaction is allowed in the Dormant account unless the account holder(s) apply to MDB in writing to regularize the status of account.

JOINT ACCOUNTS:

a) Each of us (if more than one) 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.

b) An overdraft or other obligations incurred on the account or otherwise shall be the joint and several liability of each and every joint account holder.

c) 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 it 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 about nomination are to remain in force until written revocations thereof by us or either of us.

d) In the event that there is no survivor or nominee, that account will then be frozen until the legal successor to the deceased or disabled individual is appointed/determined by the relevant court or department.

SHORT NOTICE DEPOSIT:

7 days prior notice is required to withdraw fund. Otherwise profit on account balance may be forfeited.

HOLIDAY PROCESSING

Any transaction on a 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. Bank shall not be responsible for any loss of interest or exchange rate or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day the 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 of employees) to disclose any information concerning my accounts to any governmental regulatory and supervisory authority and to any applicable case when the Bank feels it is required.

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 of incurred by the Bank in any legal proceedings of whatever nature.

Discretion of the Bank: I understand that the Interest rate, as well as the fees and charges may change from time to time at the sole discretion of Midland Bank.

Fees & Charges

Fees and charges have been explained to me and I have read and understood the latest Schedule of Charges.

Variations

The Bank may amend these terms and conditions at any time without prior notice to the customer.

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 reasons beyond the reasonable control of the Bank.

Governing Law

These terms and conditions shall be governed by and construed 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.

E-STATEMENT:

1. Applicant'(S) fully understands the risk and accepts that the Bank does not use encrypted e-mail and generally internet is not encrypted and is not a secure means of transmission of the information. It involves the risk of unauthorized alteration, usage and disclosure of the information by the parties;
2. Applicant'(S) fully understands the risk and accepts 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. Once authorized but afterward no more in the employment of the organization, in future. He/they agree to indemnify the Bank and hold the Bank indemnified and harmless from any and all costs, expenses, liabilities, loses, responsibilities, whether direct or consequential, arising out or in connection with such view, alteration, usage 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;
3. Electronic statement delivery will supersede hard copy statement delivery (if any);

DEBIT CARD

1. Only accountholders of Midland Bank PLC. can apply for Debit Card.
2. a) All transactions initiated by the Card, whether electronically or otherwise, using the Card will be debited from the Designated Account. No signature and any other conclusive proof are required in favor the transactions through debit card.
   b) If the Designated Account becomes overdrawn by the use of the Card, the Cardholder shall be charged with profit at such rate as 'the Bank determines from time to time and other fees and expenses as determined by the Bank at its absolute discretion. Any such overdrawing is repayable on demand.
   c) In consideration of issuing the Card, the Cardholder undertakes to indemnify the Bank against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the issuance or use of the Card, provided only that the Bank acts in good faith.
   d) The Bank shall have the right to charge the Account holder any fees for issuance and other services in relation to card as per bank's prescribed schedule of charges.
3. The Bank reserves the right to limit the total cash withdrawal or goods and services purchased at authorized merchants by the Cardholder during a 24 (Twenty-Four) hour period.
4. The Card shall at all times, remain the property of the Bank and the Bank may in its unfettered discretion and without giving any reason whatsoever withdraw the Card or the services thereby offered or any part of such services at any time without any prior notice, whereby the Cardholder will be responsible for returning the Card upon request of the Bank.
5. The Card and PIN/self-generated PIN are issued to the Cardholder entirely at the Cardholder's risk and the Bank shall bear no liability whatsoever for any loss, financial or otherwise, or damage whatsoever caused from this issue. The Bank shall not be responsible for any losses or damages or expenses whatsoever arising whether directly or indirectly as a result of any transaction made with the Card and shall be indemnified by the Cardholder, against any such loss or damage.
6. The Cardholder shall not disclose the PIN to anyone. The Cardholder will be liable to the Bank for any and all transactions made by the use of the Card and hereby agrees to indemnify the Bank for any losses or damages howsoever caused by any unauthorized use of Card or PIN, unless the Bank has received notice in writing of any loss, damage or theft of the Card or disclosure of the PIN prior to any unauthorized use of the Card or PIN for this purpose, use of the card by a person who obtained possession of the card with the consent of the cardholder constitutes authorized use of the Card.
7. The Bank shall debit the Designated Account for all related charges with respect to the Card and the use thereof.
8. The Bank reserves the right to refuse an application of the issuance of a Card and to withdraw at any time and at its sole discretion all rights and privileges pertaining to the Card. The Bank shall not be responsible for any losses or damages or expenses whatsoever and howsoever arising whether directly or indirectly as a result of any malfunction of the Card or any of the Authorized ATM, the insufficiency of funds in such a machine or otherwise.
9. The Card shall cease to be valid and the Bank shall be entitled to the immediate return of the Card in the event of: a) closure of the Designated Account; b) death of the Cardholder; c) termination of the Cardholder's authority to operate the Designated Account; d) the Cardholder ceasing to be an account holder of the Bank; e) the Bank requesting for its return.
10. Fees and charges may be determined periodically by the Bank or other authorized acquirers without prior notice to the cardholder.
11. Cardholder may terminate this Agreement by serving 60 days prior notice to the Bank before its expiry.
12. The accountholder agrees to the terms and conditions at MDB Website related to cards, e-commerce and banking transactions.

IMPORTANT NOTIFICATION

1. Cardholder has to call the Call Center (16596) immediately in the event of a Phone theft/lost or Card theft/lost and stop the e-commerce transaction service to avoid any fraudulent activity. MDB will not take responsibility of any transaction if the accountholder fails to inform the authority in such cases
2. MDB will not be liable for any interruption in the service due to the disruption in mobile phone networks.
3. Ensuring cardholder's data security of online usage is completely cardholder's responsibility.

DECLARATION FOR DIGITAL BANKING ENROLLMENT

I/we confirm that I/we have read and understood the terms & conditions governing MDB Digital Banking services (as applicable) mentioned at MDB official website and agree to comply with the same. I/ we also confirm that I/ we have read and understood the bank's schedule of fees and charges and unconditionally accept the same. I/ we shall be solely responsible for any instruction/transaction done through MDB Digital Banking channels using my ID and PIN/ Password in the accounts mentioned in the form. I/ we authorize MDB to debit my/our account for any fees and charges, if applicable, to get the digital banking services.

FATCA Declaration:

I/We authorise Midland Bank PLC. to disclose relevant account and or personal information to the U.S. tax authorities for the purpose of Midland Bank PLC. complying with its obligations under the U.S. Foreign Account Tax Compliance Act (FATCA) . I/We undertake to fully cooperate with Midland Bank PLC. to meet the obligations under FATCA in connection with my/our account.

Signature of Applicant(s) with Name and Date

Name	_____	Name	_____	Name	_____
Date	_____	Date	_____	Date	_____

Midland Bank PLC.

_____ Branch

Cheque Book Requisition

Date: d d – m m – y y y y

Account Name _____ Account Number | | | | | – | | | | | | | | | | |

Please issue me a cheque book containing……. leaves for the above mentioned account and request to follow the below instruction:

☐ To be collected by myself

☐ To be sent by courier to mailing address at my own risk and responsibility. Bank will not be considered as liable for any loss or undue incident happened for this.

☐ Handover the cheque book to my authorized person named as: ……. Authorized Signature……..

Signature of the 1st Applicant	Signature of the 2nd Applicant	Signature of the 3rd Applicant

Signature verified by Bank Official Name with Seal

Cheque Book issued Serial No. from…… to ……..

For Bank Use Only

Call Back Confirmed to Cell Phone No.?	☐ Yes	☐ No
Customer's NID Verified with EC Database?	☐ Yes	☐ No
AML Screening?	☐ Yes	☐ No

SBS Sector Code						SBS Deposit Code			

(Note: In case of Joint account, 1st applicant will be considered.)

A/C Opening Officer's Sign & Seal

Approving Officer's Sign & Seal

Comments:	RM Code			
RM Name				

Transaction Profile

Account Name _____

Probable Monthly Turnover for Institution _____

Account No: | | | | | – | | | | | | | | | | |

Unique Customer ID Code: | | | | | | | | | | |

(For Bank Use Only)

Particulars of Deposit Mode	No of Deposit Monthly	Maximum Size per Deposit	Total Monthly Deposit Amount	Particulars of Withdrawal Mode	No of withdrawal Monthly	Maximum size per withdrawal	Total Monthly Withdrawal Amount
Cash Deposit (Online & ATM)				Cash withdrawal (Online & ATM)			
Deposit through transfer & Instrument				Withdrawal through transfer & Instrument			
Foreign Inward Remittance				Foreign outward Remittance			
Receipt of Export proceed				Payment against Import			
Others (Specify……				Others (Specify……			
TOTAL				**TOTAL**			

midlandbank

bank for inclusive growth

24/7 16596

(+88) 096170 16596, (+88) 096110 16596

www.midlandbankbd.net, SWIFT: MDBLBDDH

Version: MDB/AOF/2020/03