

Employee Banking Current and Savings Account Accounts Terms and Conditions

Standard Chartered Bank

Dear Sir,

Please open and/or continue a Savings/Current Access/SND/Fixed deposit or any other account(s) in my/our name(s) on the terms and conditions set out below. In consideration of Standard Chartered Bank (the "Bank") opening and/or continuing any such accounts and providing banking facilities to me/us, I/we agree to be bound by the terms and conditions set out below. These terms and conditions shall apply to each and every account of whatever nature here after opened or continued in the same name(s) by the Bank or its successors or assigns.

Terms and Conditions

Where the account is opened by more than one person "I", "me" or "my" shall read as "we", "us" or "our". The terms and conditions, shall bind each one individually or anyone or more or all of them collectively and all agreements, obligations and liabilities of the joint customers are joint and several. Standard Chartered Group means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

1. Bank Accounts

- a) I authorise the Bank to act on signed instructions or documents drawn or accepted in accordance with the signing instructions given until such time as I shall give the Bank written notice to the contrary-
 - (i) for making payments of cheques, bills of exchange, promissory notes, standing orders, direct debits, issue of drafts, mail and telegraphic transfers, purchases and sales of securities and foreign currency and any other instruction by debiting such account (s) whether in credit or otherwise; and
 - (ii) to accept any other instruction regarding such account(s) including instruction for the closure of such account(s)
- b) I understand that any funds received by the Bank on my behalf are to be credited to the relevant accounts unless the Bank receives written instructions from me to the contrary.
- c) I understand that the Bank acts only as my collection agent and assumes no responsibility for the realisation of any items deposited with the Bank for collection. Proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account that may have been exceptionally credited with an item subsequently unpaid on collection. The Bank may refuse to accept for the collection cheques drawn in favour of third parties or if the payee's name is not identical to my name on the Bank's record. The Bank will not accept for credit to the account any cheque or draft in favour of a third party crossed or denoted "A/C Payee" (or any words of similar effect). Any cancellation of any crossing or denoting as above shall be null and void.
- d) The Bank may also in its absolute discretion issue me with a cheque book. If a cheque book is issued, I undertake to be responsible for its safe custody at all times and I will immediately notify the Bank if this or any of the cheques contained therein, 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) in 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.
- e) I will be liable for any overdraft or other facilities arising in connection with any of the above account(s) and I hereby authorise the Bank to debit any such account (s) with all or any profit (including compound profit), commission and other Banking charges, costs and expenses (including any legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time in its absolute discretion. I will also pay to the Bank any such amounts, in the manner and, at such times, as may be required by the Bank in its absolute discretion
- f) Any and all amounts credited to the above account(s) while any overdraft or any other Banking facilities in connection therewith is current shall firstly be applied by the Bank to reduce any profit (including compound profit) payable until the profit is paid in full. Then and only then shall any such amount so credited be applied to reduce the principal amount or any such overdraft or any other Banking facilities.
- g) The Bank shall always be entitled without notice to me to levy or impose all customary Banking and other charges and expenses in respect of any of the above account(s) or in respect of any other Banking facilities provided to me by the Bank and to debit the relevant account(s) in accordance with the Bank's normal Banking procedures. Such charges are not refundable upon termination of any or all of my account(s).
- h) I authorise the Bank to accept for safekeeping, collection or for any other purpose, any securities or other property deposited with the Bank or received from me and to release or deliver or give up any of these against my written instruments.
- i) These deposits and their payments are governed by the laws in effect from time to time in Bangladesh and are payable only at the branch of Standard Chartered Bank in Bangladesh where the deposits were made.
- j) I understand that any deposits or withdrawals in respect of any of the above accounts may be made at any of the Bank's branches in Bangladesh subject to the production of evidence of identity satisfactory to the Bank and, to payment of any customary charges that may be levied by the Bank from time to time, for this.
- k) The rate of any profit payable on any account may be displayed by the Bank at its various branches in Bangladesh and further, I accept that this may be subject to change without notice to me. Profit on any account will accrue in arrears from day to day in or, as otherwise determined by the Bank (in its absolute discretion), and be credited by the Bank to the relevant account(s)
- l) The Bank may, at its sole discretion, allow pre-mature withdrawal of fixed deposits. I accept that all such pre-mature withdrawals will be subject to levy or penalties and charges, as the Bank may determine and that these may be subject to change without notice to me.
- m) I appreciate that there can be risks associated with any account(s) denominated in foreign currency, convertible accounts and foreign currency investments. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses however arising (including without limitation, those arising from any international or domestic legal or regulatory restrictions) in respect of any such account(s). Withdrawals or dealings on any such account(s) are also subject to the relevant currency being available at the Bank's relevant branch.

Conversion from one currency to another shall be at the rate of exchange as determined by the Bank (in its absolute discretion) from time to time.

- n) I understand that the Bank will send or deliver to me a statement of account(s) at least half yearly (save in respect of any account that has, in the sole opinion of the Bank been inactive for a period of one year or more, such statement of accounts will be sent or delivered by the Bank annually) or in each case at such other intervals as may be agreed between the Bank and me, from time to time and I agree that I am solely responsible for promptly examining all itineraries thereon and that I must give the Bank written notice (Notwithstanding the provisions of clause 5) within 14 days of the date of the relevant statement of any discrepancy that I believe no difference exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.
- Subject to applicable local laws:**
- such statements may be in paper, electronic or any other form the Bank may choose. However, the Bank may not issue statements where the Bank is not required by law to do so or where Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from doing so.
- o) I authorise the Bank to respond, if it shall so choose, to any and all enquires received from any other Bankers concerning the above accounts without reference to me. For the avoidance of doubt any such response may include a Bank reference.
 - p) I understand that I may close any of the above accounts by giving prior written notice to the Bank. The Bank may, however, end/close, freeze or suspend any (or all) of our banking agreements for or dealings on any of the above accounts without notice to me either at the Bank's own instance or at the instance of any court or administrative order or if:
 - (i) performance of any obligation by either me or the Bank under any of our banking agreements, or a security provider under any security breaches, is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy the Bank applies as a result of an order or sanction issued by an authority;
 - (ii) at any time, as a result of my domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any product or part of any product, would or might in Bank's reasonable opinion constitute a breach of Bank's policy or any applicable law or requirement of any authority, or is not in accordance with the Bank's usual business practice and procedure; without being liable for and breach of duty the Bank may owe to me.
 - q) In relation to any dealings in respect to any of the above accounts, the Bank shall not be liable for any loss resulting from my death, incapacity or Bankruptcy (or any other analogous event or proceeding) unless and until the Bank has received written notice of any such event together with such documentary evidence as the Bank may require. Further, the Bank shall not be liable to me for any loss, damage or delay attributable in whole or part to the action of any government or government agency or any other event outside the Bank's control (including without limitation, strikes, industrial action, equipment failure or interruption of power supplies) provided that the Bank shall in each case endeavour to give notice generally to its customers or any anticipated delays due to any of the above events by notice in its branches or otherwise.

2. Automated Teller Machine ("ATM") Debit Card (the "Card")

- a) The Bank may in its absolute discretion issue card(s) to me: A card is the property of the Bank and I will surrender it unconditionally at the time of closing my account(s) or upon demand by the Bank at any time. A card must be signed immediately on receipt unless otherwise not required by us.
- b) I will immediately notify the Bank of the loss or theft of a card or of unauthorised acquisition of the personal identification number relating to it and shall accept full responsibility for all ATM transactions effected by use of a card until such time as the Bank confirms to me that it has received this notice.
- c) The Bank's record of all ATM transactions effected by use of a card will be conclusive and binding on me for all purposes. The amount stated on the ATM screen or printed on ATM screen or printed on ATM inquiry slip shall not be taken as conclusive of the state of my account with the Bank.
- d) I will indemnify the Bank and keep it indemnified for any loss, damage, costs (including legal costs) claims or demands arising in connection with the use, loss or theft of any ATM card issued to me or, resulting from any mechanical defect in or malfunction of, or insufficiency of funds in the ATM.
- e) I understand that for the protection of customers and the Bank, all deposit envelopes will be opened in the presence of two Bank staff members. I also understand that cash deposited will be credited to the account by the next working day, and my account will be credited subject to realisation. I further understand that instructions will be acted upon by the next working day. All deposits are accepted subject to verification by the Bank. The Bank's verification will be considered correct and will be deemed to be the amount deposited by me.
- f) The use of the local Debit Card is confined to Bangladesh only and International Debit Card may be used anywhere in the World subject to applicable charges. Use of the local Debit Card outside Bangladesh shall make the Card liable for immediate cancellation and any other appropriate action as stipulated by Bangladesh Bank or other regulatory body. The cardholder will also be liable to clear all outstanding without prejudice to any right, remedy or action against him/her, by the Bangladesh Bank, the Bank, court or any regulatory agency. Cash withdrawal and purchase limits of the Debit Card are subject to change I/we agree to pay the applicable charge duty.
- g) I may use an International Debit Card overseas if I comply with exchange controls and other applicable laws of Bangladesh. If an authority requires the Bank to do so, or the Bank is otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if the Bank needs to comply with internal policies associated with any applicable order or sanction of an authority, I may be prevented from using an International Debit Card overseas.

- h) The Bank shall be under no liability whatsoever to the cardholder in respect of any loss or damage arising directly or indirectly out of refusal of any merchant or member institution of Visa card to honour or accept the card or for any defect or deficiency in the goods or services supplied to the Cardholder by any merchant or where applicable, for any breach or non performance by a merchant of a card transaction. Your International Debit Card transactions denominated in a currency other than US Dollars will be subject to a 3% charge over the exchange rate by Visa.

3. Banking Instructions by Telex/Facsimile

- a) Unless instructed by me in writing to the contrary (notwithstanding the provisions of paragraph 4) the Bank is authorised, but not obliged, to act on my banking instructions (including any instructions required by or, given by me in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary) transmitted through a telex or facsimile machine.
- b) I shall release the Bank from and indemnify and hold the Bank harmless from all the actions, suits, proceedings, costs, claims, demands charges, expenses, losses and liabilities however arising in consequences of or in any way related to :
- 1) The Bank having acted in good faith in accordance with my written telephone, facsimiles or telex instruction(s), notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the line of communication of transmission; and
- (ii) The Bank having refrained from acting in accordance with my written telephone, facsimile or telex instruction(s) by reason of failure of actual transmission thereof to the Bank or receipt by the Bank for whatever reason, whether connected with fault, failure or unreadiness of the sending or receiving machine; or
- (iii) My failure to forward all original copies of facsimile instruction(s) to the Bank within such period as the Bank may specify.

4. Banking Instructions by Phone (Contact Centre)

- a) I authorise the Bank (in its absolute discretion) to follow/act on my oral or instructions by telephone (including any instructions required by or, given by me, in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the 16 contrary).
- b) I shall not reveal my Telephone Identification number (TIN) to anyone. My oral instruction(s) identified by my correct Bank Account Number and TIN shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such instruction(s). Should the Bank accept any such instruction from me, or from some other person purporting to be me, I hereby agree to indemnify the Bank against any loss, damages, costs (including legal costs), or demands incurred by the Bank as a result of or, in connection therewith.
- c) The Bank may in its absolute discretion require that written confirmation of my oral instruction(s) be received by it within such period as the Bank may specify.
- d) Where any of the above accounts are opened by more than one person any such one person shall be entitled to give any such oral instructions and the Bank shall be entitled to rely upon such instructions) according to mandate.

5. Limitations of Receiving Instructions The Bank may:

- act in accordance with their usual business practice and procedure and they need only accept instructions if they consider it reasonable and practicable to do so. For example, the Bank may refuse to act if an instruction may involve a breach of their policy, any security procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where they operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country), result in an account being overdrawn, appears to conflict with another instruction from a joint accountholder, or if the Bank genuinely believe or suspects the instruction is unauthorised.
- The Bank will not execute my instructions, and will not be responsible for any loss resulting from such non-execution, if on the stipulated date of execution:
- Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from carrying out my instructions;

6. Limitations in fund Transfer Services by Digital/Electronic Banking Services or Other Means

The Bank need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- (i) an order of court or any applicable law prohibits the Bank from executing the fund transfer instructions;
- (ii) Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from executing the fund transfer instructions.

7. Account Statement Service

- a) If I request this service, the Bank will hold account statements addressed to me for a maximum period of 3 months from receipt and such statements will be deemed to have been received by me. I will collect any statement so held personally or through an authorised person, unless I advise the Bank to the contrary in writing. The Bank is authorised to charge a reasonable fee for this service and to hold, open and/or handle all such statements in such manner as the Bank deems fit, if I fail to collect any such statement the Bank may return it to me in accordance with paragraph 13 and in doing so the Bank shall be discharged from all responsibility or liability.
- b) Notwithstanding that until I have collected any mail although I may not have knowledge of the contents of the mail which may have legal consequences or affect my rights with the Bank, I shall bear the risks of any such consequences.
- c) My ignorance of the contents of any mail being held by the Bank is not, and will not, be a defense to the Bank's claims for all purposes and in all courts of law at all time.

8. Joint Accounts

- a) Each of us (if more than one) hereby authorise and empowers 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 authorised 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. In the event of the death or legal disability of any of the individuals constituting the account holder, the other individual(s) shall immediately (but in any event not later than ten (10) days after such death or disability) and before affecting any transactions in the account, notify the Bank of such death or legal disability.
- c) Each of us authorise 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 in 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 are to remain in force until written revocations thereof by us or either of us.

- d) In the event that there is no survivor and nomination is made, the terms and conditions stated in paragraph 7 on "nominee" shall apply.
- e) 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.

9. Nominee

- a) In the event of my/our death, the nominee shall receive /draw the amount of deposits held by the Bank in my/our account.
- b) In the event, the nominee so authorised remains a minor at the time of my/our death, the legal guardian is authorised to receive / draw the amount of the deposits held by the Bank in my/our account.
- c) The nominee so authorised, shall be entitled to all my/our accounts to the exclusion of all other persons i.e.,my/our heirs, executors and administrators and all other persons claiming through or under me / us and payment made by the Bank to the nominee in pursuance of this authority shall be binding on all other persons.

10. Internet Banking

I acknowledge that my use of the Internet Banking Services shall be governed by the Bank's prevailing Terms and Conditions, available, in the Bank's web-site at www.sc.com/bd, and conditions and accept the same. I hereby instruct and authorise the Bank to e-mail me the Internet Banking ID and Password (collectively "Security Codes") relating to my access to the Internet Banking Services to the e-mail address, as per the Bank records, if it so chooses. I agree that the risk of non-receipt and/or non-disclosure of the Security Codes to an unauthorised third party shall be fully borne by me. Subject to the Bank's prevailing terms & conditions governing the use of the Service. I hereby authorise and instruct the Bank to act on any instructions received through the use of Security Codes, including but not limited to the transfer of funds (subject to limits as may be imposed by the Bank from time to time) from my account (s) with the Bank (which I am entitled to operate on a single signatory basis) to the third party accounts named under the heading "Beneficiary Accounts", above, and, to any account which I may designate from time to time, for this purpose under the Bank's prevailing procedures.

11. E-statement

In consideration of the Bank agreeing to accept my request for sending statements to my e-mail address (unless instructed by me in writing to the contrary) at my sole risk and responsibility I shall not raise any objection against the Bank. I agree to keep the Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of so accepting my request by the Bank and transmitting statements and information through e-mails. I further agree to pay all fees and charges, which the Bank may impose from time to time in connection with the service in the manner stipulated by the Bank. I agree that in the event of any change in my e-mail address I shall be under obligation to inform such change to the Bank or any request for discontinuation of this facility. I understand that the Bank will send or deliver to me a statement of account(s) at least half yearly (save in respect of any account that has, in the sole opinion of the Bank been inactive for a period of one year or more, such statement of accounts will be sent or delivered by the Bank annually) or in each case at such other intervals as may be agreed between the Bank and me from time to time. I agree that I am solely responsible for promptly examining all itineraries thereon and that I must give the Bank written notice within 14 days of the date of the relevant statement of any discrepancy that I believe no difference exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed apurposes) the correctness of the relevant statement of account.

12. Digital Banking

I take full responsibility for all electronic instructions provided by me under any channels of Digital/ Electronic Banking and agree to retain such records. I also agree that bank may use such records of electronic instructions for any legal & regulatory requirement(s). The Bank's records of all such instructions/ transactions will be conclusive and binding on me for all purposes.

13. Banking Facilities

The facility shall be available for utilisation by me from the date of the Bank's acceptance of this application until such time as the Bank shall demand repayment. The Bank, however, reserves the right to review the facility on any date without notifying me. In the case where the facility is a loan (as indicated in the application form), pending such demand for repayment by the Bank, any such facility shall be repayable by the customer (without setoff or deduction) in the amount and at the times set out in this application form provided that in the case of any amount due on a day other than a business day, such amount shall be due on the immediately preceding business day. If any deduction or withholding shall be required by law, the relevant payments will be increased by me to ensure that after making the relevant deduction or withholding, the Bank receives the net amount it would have received but for such deduction or withholding. Profit on the facility shall accrue on the basis of 360 day year basis on the daily outstanding balance of my account debited by the Bank in respect of my utilisation of the facility at the Bank's prevailing lending rates. I accept that such lending rates are subject to fluctuation without prior notice, profit (including any profit for late payment) shall be charged to my account on the last business day of every quarter end i.e. March, June, September & December. If I fail to pay the Bank any amounts due in respect of the facility on the due date, then I shall pay the Bank profit for late payment, at the rate of the Bank's then prevailing rates applicable for unassigned overdrafts, on all sums due. All payments required to be made in respect of the facility shall be made by me on their respective due dates and I hereby irrevocably authorise the Bank to debit any of my accounts with all amounts owing in respect of the facility including profit (including any for late payment), charges and expenses (together the "indebtedness") at such times as the same shall provided that I shall remain liable and agree to make payment in full of all such sums to the Bank to the extent that the aggregate amount available in such accounts is insufficient on any day in which such amount is due and payable. The Bank is authorised (in its absolute discretion) to open and maintain for the purposes of the facility in addition to any loan/overdraft account(s), such further account(s) for the purpose of administering and recording payments by me and to combine and consolidate the balance shown on the further account(s) with that shown on any loan/overdraft account. The combined balance so produced shall truly represent and be a binding statement of my liability (in respect of the facility) to the Bank from time to time for all purposes. If at any time, any provision here of becomes illegal, invalid or unenforceable in any respect, neither the legality, validity nor the enforceability of the remaining provisions shall be affected or impaired hereby.

14. Set-off and Consolidation Rights

The Bank may at any time and from time to time without notice combine all or any of my accounts and liabilities with it in Bangladesh or elsewhere, whether singly or jointly with any other person or set off all or any monies standing to the credit of such accounts including my deposits with the Bank (whether matured or not) towards satisfaction of any of my liabilities to the Bank in Bangladesh or elsewhere, whether as principal or surety, actual or contingent, primary or collateral, singly or jointly, with any other person, and the Bank may effect any necessary currency conversion, at the Bank's own rate to exchange than prevailing.

15. Sanctions

The Bank is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, the Bank does not allow their products and services to be used directly or indirectly in countries that are subject to such sanctions. I understand that I shall not be able to contact the Bank via phone banking, facsimile transmission, or emails, or access Bank's website, and Bank will not be able to provide me with financial services if I am in these countries.

16. Pre-conditions to use of any product

The Bank need not provide any funds to me or otherwise allow me to access or use a product or their electronic banking services if I trade in rough diamonds.

17. Anti-Money Laundering, Counter Terrorism Financing, Sanctions or Embargoes

To comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the Standard Chartered Group may:

- be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where any member of the Standard Chartered Group operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country); or
- subject to below clauses 18, 19 and 20 report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Standard Chartered Group may need or decide to disclose. Transactions impacted include those that may:
 - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
 - involve persons or entities which may be the subject of sanctions and embargoes.

A member of the Standard Chartered Group may intercept and investigate any payment messages and other information or communications sent to or by me or on my behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

Any member of the Standard Chartered Group may take any action it believes to be necessary to comply, or in connection, with the matters set out in this clause. This includes freezing funds, preventing operation of an account, refusing a request for funds from me, otherwise not allowing me to use a product, or delaying or cancelling a transaction. It need not notify me until a reasonable time after it is permitted to do so under those laws of policies. No member of the Standard Chartered Group is liable for any loss arising out of any action taken or any delay or failure by the Bank, or a member of the Standard Chartered Group, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

18. Scope of Information

Personal Information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, mobile phone number and email address) and employment details;

My Information comprises all the details the Bank hold or collect about me, my transactions, my financial information, my personal information, and information about me obtained from me, my interactions and dealings with the Bank and any third party, including information received from third parties and information collected through my use of the Bank's electronic banking services.

19. Use of Information

The Bank or any member of the Standard Chartered Group may use my information to (a) provide me with a product or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (c) meet any administrative, business, legal or regulatory purpose; including the following:

- processing my application for products and services, payments, transactions and my instructions or requests;
- providing me with products and services (including any electronic banking service);
- maintaining the Bank's relationship with me;
- communicating with me on my account and product, providing me with statements and notices such as important changes to the features, terms and conditions of any product or any of the above accounts;
- assessing my suitability for products and services;
- operational purposes;
- statistical analysis (including behavioural analysis and profiling);
- establishment, continuation and management of my banking relationship with the Bank and Bank account or, where applicable, any member of the Standard Chartered Group;
- identity verification, sanctions screening and due diligence checks;
- credit assessment, including conducting credit checks and setting credit limits;
- enforcing my obligations (including collection of outstanding amounts owed to the Bank by me and/or security provider), debt recovery, adjustment of my credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with me;
- conducting market research and surveys with the aim of improving Bank's products and services;
- for marketing purposes, promotional events, competitions;
- to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including the Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;
- for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);
- to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
- compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes;
- for surveillance of premises and ATMs.

20. Confidentiality

Whilst the Bank maintains strict confidentiality in all matters relating to the account(s) and business, I hereby authorise and consent to the Bank and each member of the Standard Chartered Group, including its officers, employees, agents and advisers to disclose my information to the following parties for any of the purposes where the Bank can disclose my information:

- any member of the Standard Chartered Group anywhere in the world, including any officer, employee, agent or director;
- professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the Standard Chartered Group's business;
- Bank's business alliance partners who may provide their product or service to you;
- any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;
- any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents with jurisdiction over the Bank or member of the Standard Chartered Group;
- any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;
- any financial institution which you have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes;
- a merchant or a member of a card association where the disclosure is in connection with use of a card;
- any actual or potential participant or sub-participant in relation to any of Bank's obligations under Bank's banking agreement between the Bank or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- upon my death or mental incapacity, my legal representative and their legal advisers, and a member of my immediate family for the purpose of allowing him/her to make payment on any of the above account(s);
- any authorised person or any security provider;
- anyone the Bank considers necessary to facilitate my requests for services or application for products with any member of the Standard Chartered Group; anyone the Bank considers necessary in order to provide me with services in connection with a product, located in any jurisdiction.

21. Withholding Payment

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

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

23. Waiver

No forbearance negligence or waiver by the Bank in the enforcement any to these terms and conditions shall prejudice the Bank's right there after to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing.

24. Variations

The Bank may amend these terms and conditions at any time not less than fourteen (14) days notice to me spacing the effective date of amendment. If I use any Banking facility 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.

25. Notices

- (a) Save as otherwise provided in these terms and conditions, any demand of 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 address 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.
- (b) I undertake and confirm that:
 - (i) I must give the Bank in writing my address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with any of the above accounts. If these details change I must give the Bank not less than 14 days advance notice in writing before the change has taken place. If I intend to live outside Bangladesh I must immediately notify the Bank.
 - (ii) I shall notify the Bank within 30 days if there is a change in any other information which I have provided to the Bank.

26. 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 nonexclusive 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.

27. SMS Banking

The Application Form must be sent directly to Standard Chartered Bank and not by facsimile. The Bank will require seven working days after receiving the SMS Banking Application Form for activation of the SMS service in case of Bank Account, Standard Chartered Bank will accept Application Forms signed by the authorized signatories of the Account only (subject to signature verifications For PUSH Service, Standard Chartered Bank will use the respective Mobile Phone Operator's text mail service (SMS) to send the financial information related to customer's account on the following working day after the statement has been generated. The PUSH Service will be offered free of charge. For PULL Service, the accountholder will be able to obtain a range of financial information related to account by typing a pre defined key word with a 4 digit PIN as a message in the mobile phone and then sending this message to a prescribed SMS short code. For this service, regular SMS charges of the respective Mobile Phone Operator will apply. The accountholder is solely responsible to ensure the possession of the mobile phone/connection assigned to SMS Banking Service to maintain the confidentiality of his/her financial information. If the mobile phone/connection is lost, stolen or sold to another individual, the accountholder shall immediately notify the Bank of the incident and cancel the SMS Banking Service. The accountholder hereby agrees Standard Chartered Bank/Mobile Phone Operator shall not be responsible for any disruption in SMS Banking Service due to any technical failure on the part of Standard Chartered Bank/Mobile Phone Operator. SMS Banking Service shall remain effective until otherwise advised in writing by the accountholder, which should reach the Bank at least one week before the next statement is due.

28. Acceptance of Terms and Conditions

I have signed the application form as a token of acceptance of the aforesaid terms and conditions.

Personal Loan Terms & Conditions

In consideration of Standard Chartered Bank (together with its successors and assignees hereinafter called "the Bank") agreeing to grant me/us (hereinafter referred to as "the customer") loan facility (the "facility") under Personal Loan/Flexi Loan' applied for by me/us, herein, I/we agree that by signing the declaration below I/we shall be bound by the following terms and conditions:

1. The facility shall be made available for the customer from the date of the Bank's acceptance of this application until such time £ continuing one until full adjustment of the dues of the Bank with interest and other charges
2. The Bank reserves the right to withdraw the facility and demand repayment if there has been any default in repayment of the facility
3. a) The Bank shall not be obliged to make the facility available until it has received formal written acknowledgement from the customer accepting the facility on the basis outlined and subject to the terms and conditions specified in the Banking Arrangement Letter.
b) Interest rate is floating and can be re-fixed at the Bank's sole discretion. The customer may get Employee Banking Preferential rate provided salary is credited to the customer's Employee Banking account with the Bank.
4. Prepayment fee will be charged on the outstanding amount as and when decided by the Bank.
5. The acceptance of the terms and conditions of the Banking Arrangement Letter by the customer constitutes a legal and binding obligation and is enforceable in accordance with the terms of this letter.
6. By use of the facility provided by the Bank, the customer accepts the conditions enumerated in the Banking Arrangement Letter and authorizes the Bank to appoint agents to collect funds payable to the Bank, as the Bank may consider necessary. In the due discharge of their duty, information regarding customer's facility will be supplied to the agent. All charges payable to such agents, to collect amount owed to the Bank, are liable to be at Customer's cost and risk, in addition to all other costs, charges and expenses incurred by the Bank to recover outstanding dues/monies.
7. The Bank is authorized to open and maintain facility account(s) for the purpose of administering and recording payments by the customer in respect of the facility.
8. The loan shall be utilized for the specified purpose for which it has been sanctioned. Payment shall be made directly by the Bank to the creditor or to the customer, as determined by the Bank, depending upon the purpose of the loan.
9. By accepting the facility, the customer agrees not to settle the same fully or partially before payment of 6 Equal Monthly Instalments, unless otherwise agreed with the Bank. In case of partial settlement minimum settlement amount shall be at least 25% of the outstanding.
10. All payments required to be made in respect of the facility, shall be made by the customer on the respective due dates and the customer hereby irrevocably authorizes the Bank to debit any of the customer's accounts with the Bank with all amounts owing in respect of the facility, including interest and charges and expenses (together the "indebtedness"), at such time as the same shall become or be due and payable and transfer such sum to the loan account for adjustment but in full of all such sums to the Bank.
11. The customer unconditionally undertakes to repay the facility as per terms and conditions of the Banking Arrangement Letter.
12. The Bank shall be entitled at any time without the consent of the customer to assign or transfer the whole or any part of its rights or obligations under the loan. The customer undertakes to sign such further document as may be requested by the Bank from time to time to give effect to such assignment or transfer.
13. The customer undertakes to deposit his / her / their salary / wages / honorarium payable by his / her / their employer to the designated account maintained with the Bank.
14. The Bank is authorized to enforce all or any of the following securities executed by the customer in favour of the Bank and recover the facility with interest and other charges accrued in the loan account:
 - i) Demand Promissory Note,
 - ii) Where the facility is made available for purchase of consumer item(s), Hypothecation on the consumer item(s) purchased by the customer,
 - iii) Letter of Continuation, iv) Assignment of End of Service Benefit,
 - v) Personal Guarantee by Third Party, vi) One Cheque of covering entire loan amount and interest, vii) Post Dated Cheques.
15. The customer irrevocably authorizes the Bank to enforce the securities at its absolute discretion in the event the loan account becomes irregular and shall apply any proceeds recovered towards adjustment of the outstanding loan liabilities along with all legal fees.
16. The customer agrees that the Bank will require 10 working days from the date of receiving the instruction for closure of the facility and shall bear any payments that may be due within the period.
17. Where the facility is made available for purchase of consumer item(s) the customer unconditionally and irrevocably undertakes to deliver possession of the consumer item purchased by the loan amount without any question whatsoever to the Bank

as and when demanded by the Bank. The customer further authorizes the Bank irrevocably to sell the hypothecated item and apply the proceeds towards adjustment of the dues. For any unadjusted sum the customer undertakes to repay the same with interest and other charges.

18. The Bank's statement and records shall be binding on the customer and constitute conclusive evidence of debt for all purposes.
19. If at any time, any provision of hereof becomes illegal, invalid or unenforceable, in any respect neither the legality, validity or enforceability of the remaining provisions shall be affected or impaired thereby.
20. The Bank reserves the right to alter these terms and conditions at any time on notification to the customer.
21. (i) Any notice made by the Bank in respect of the facility shall be in writing and made to the address given by the customer to the Bank and shall be deemed to have been served on the customer 3 business days from the date of posting,
(ii) Customer undertakes and confirms that customer will notify the Bank within 30 days if there is a change in any information which customer has provided to the Bank.
22. Where required by domestic or overseas regulators or tax authorities, customer consents and agrees that the Bank may withhold, and pay out, from customer's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.
23. If the declaration below is signed by more than one person as customer, the liability of each such person there under, and these terms and conditions shall be joint and several.
24. The terms and conditions shall be governed by and construed in accordance with the laws of Bangladesh and the customer and the Bank hereby irrevocably submit to the non exclusive jurisdiction of the courts of Bangladesh.

Global Consolidation of Customer 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) or any of its affiliates to disclose any information concerning me, my business, my account held with the Bank or another Group Member, or my relationship with the Bank or another Group Member to any of the following:

- i. any office or branch of the Bank or another Group Member;
- ii. any agent, contractor or third party service provider or any professional advisor of the Bank or another Group Member;
- iii. any regulatory, supervisory, governmental, quasi-governmental, tax authority (domestic or overseas) with jurisdiction over the Bank or another Group Member;
- iv. any person to whom the Bank is required or authorised by law or other court order to make such disclosure;
- v. any person who is under a duty of confidentiality to the Bank;
- vi. any Bank or financial institution with which I have or have proposes to have dealings, regardless of whether the recipient in each case is located in Bangladesh or in any other country and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country.

For the purpose of this clause, "Group Member" means any company, including Standard Chartered pic and the Bank, which is part of the Standard Chartered Group, being group of companies whose ultimate parent company is Standard Chartered PLC."

Declaration & Signature

I have applied for the facility detailed in this application, I hereby acknowledge that I have read, accepted and fully understood the above terms and conditions including the assignment therein mentioned and its application to the facility granted to me by the Bank, I hereby declare that the borrowing proceed only shall not be utilized for purchase of any kind of Govt. Securities/Sanchayapatras.

I fully understand and thereby authorize the fact that, for ease of monitoring and accounting, the Bank will route these repayments through a special account, which will be opened in my name in the Bank's book. Furthermore, I understand that the quantum of monthly instalments may be re-fixed at the Bank's sole discretion. I understand and agree that the aggregate of any debit balance in the said special account and my/our Personal Loan Account is the total understanding on account of Personal Loan Scheme and I and my successors, jointly and separately, will always remain liable to repay this outstanding and any interest and other charges thereon (If I am not insured).

I hereby warrant that all the information furnished by me in this application is true, complete and accurate in all respects and I have not wilfully withheld any material fact, I acknowledge that the facility requested by me in this application will be made available at the discretion of the Bank.

In case any information provided in this application form mismatch with the information of my account maintained with Standard Chartered Bank, I hereby irrevocably authorize the Bank to amend the same as per this application form.

Payroll Overdraft Terms & Conditions

1. The credit facility being applied for may be made available for the applicant or customer from the date of the Bank's acceptance of this application until such time as stipulated in any letter of offer of the facility from the Bank. The facility shall be a continuing one until full adjustment and discharge of all amounts payable and unpaid to the Bank, whether due for payment or not, with interest and other charges, to the sole satisfaction of the Bank.
2. The Bank may approve or decline the application for the facility, or change the terms and conditions of any existing facility granted to the customer, unilaterally at its sole discretion.
3.
 - a) The Bank shall not be willing to make the facility available until it has received an unconditional acceptance of the facility and other conditions precedent on the terms and conditions specified in the Banking Arrangement Letter.
 - b) Regardless of any other provision of any document in connection with the facility, the facility is uncommitted and is made available at the Bank's sole discretion. The Bank will have no obligation to make any advance or utilisation under, or make available any part of, any facility.
 - c) The interest rate of the facility is floating and may be re-fixed at the Bank's sole discretion without notice. Interest is calculated on the basis of the actual number of days elapsed and a year of 360 days or otherwise as the Bank may solely determine at any time, from time to time.
4. By use of the facility provided by the Bank, the customer accepts the conditions enumerated in the Banking Arrangement Letter and documents contemplated thereby, and authorizes the Bank to appoint agents to collect funds payable to the Bank, as the Bank may consider necessary. In the due discharge of their duty, information regarding customer's facility will be supplied to the agent. All charges payable to such agents, to collect amount owed to the Bank, are liable to be at Customer's cost and risk, in addition to all other costs, charges and expenses incurred by the Bank to recover outstanding dues/monies.
5. All payments required to be made in respect of the facility, shall be made by the customer by the applicable due dates and the customer hereby irrevocably authorizes the Bank to debit any of the customer's accounts with the Bank with any or all amounts outstanding, unpaid or owing in respect of the facility, whether or not due for payment, including interest and charges and expenses (together the "indebtedness"), and transfer such sums to the loan account for adjustment but in any case the customer shall always remain liable and agree(s) to make payment in full of all amounts outstanding to the Bank.
6. The Bank is authorized to enforce all or any of the securities executed / kept by the customer in favour of the Bank and recover the facility with interest and other charges accrued in the loan account.
7. The customer irrevocably authorizes the Bank to enforce the securities at its absolute discretion in the event the repayment of any amounts payable the facility becomes irregular, is in default or other breach of terms and conditions in connection with the facility, and shall apply any proceeds recovered towards adjustment of the outstanding loan liabilities along with all legal fees and charges.
8. The customer acknowledges that the full amount drawn or utilized, including interest accrued daily on the outstanding amount, will be due from the customer at all times and payable on demand, until the date of payment and discharge to the sole satisfaction of the Bank. Amounts repaid, including as prepayments, received by the Bank will be applied in or towards amounts outstanding in respect of the facility in inverse chronological order. If the Bank receives insufficient payment to discharge all the amounts then due and payable under the facility, the Bank may apply that payment towards the obligations of the customer in any manner the Bank decides, irrespective of any appropriation made by any customer. If a document in connection with the facility does not provide for when a particular payment is due, that payment is due within three banking days of demand by the Bank.
9. The customer hereby commits to repay the full amount of limit utilized on the date of his/her/their monthly salary/remuneration. Any failure to repay or pay the entire amount of the limit utilized entitles the Bank to demand the entire outstanding or payable in respect of the facility immediately.
10. Amounts outstanding will be repaid in full in cleared and available funds by credit in the customer's transactional account, or such other account designated by the Bank, without any counterclaim or set off by the customer and free from any deduction or withholding for an account of any tax, duty or levy of any nature, up to the extent of the credit amount or the outstanding balance including interest and charges (whichever is lower). If a customer is required by law to make any such deduction or withholding, the customer must pay to the Bank any additional amount as may be necessary to ensure that the Bank receives the full amount of the relevant payment as if that deduction or withholding had not been made, and supply promptly to the Bank evidence satisfactory to the Bank that it has accounted to the relevant Authority for the withholding or deduction.
11. The customer agrees to not have any credit balances in the account as long as all dues for the facility are adjusted / repaid / settled (including applicable charges and interest).
12. The customer understands that in the event of not adequately and timely adjusting dues within the stipulated period with applicable charges and interest, the consequences may result in unavailability of future credit facilities from the Bank, negative reporting to regulators, initiation of collection activities, litigation, etc.
13. The Bank may allow 'excess' withdrawal over the limit if deemed appropriate. In such cases:
 - a. This is not a waiver of the Bank's right to require line of facility to be maintained within the limit;
 - b. The excess utilized must be repaid back immediately, in addition to the minimum payment due;
 - c. Higher interest rate might be applicable on the excess amount until it is cleared.
14. The Bank is authorized to open and maintain facility account(s) for the purpose of administering and recording payments by the customer in respect of the facility. The customer agrees to pay fees and charges related to such accounts.
15. The customer unconditionally undertakes to repay the facility with corresponding fees and charges as per terms and conditions of the Banking Arrangement Letter. The customer must on demand pay the Bank all costs and expenses (including legal fees and any tax) the Bank incurs in connection with the preparation, negotiation, execution or perfection of, any amendment to, or waiver of or consent under (or any evaluation of a request for the same), or enforcement of, or the preservation of any rights under, any document in respect of the Facility.
16. The customer agrees that the Bank will require 10 working days from the date of receiving the instruction for closure or amendment of the facility and shall bear any payments that may be due within the period.
17. The Bank's statements, records, certifications and notices shall be binding on the customer and constitute conclusive evidence of debt and matters to which they relate for all purposes.
18. Any notice made by the Bank in respect of the facility shall be in writing and made to the address given by the customer to the Bank and shall be deemed to have been served on the customer 3 business days from the date of posting.
19. In case there is not sufficient balance in your account, any amount due to the bank, including but not limited to late payment charges, minimum balance charges, any Loan instalments, credit card payments or cheques to be cleared may be deducted from the assigned Overdraft limit.
20. While a customer is availing this facility, he/she/they will inform SCB about any change in their occupation or employment, where the customer is not anymore employed with an employer which maintains the salary account with SCB or listed as an Employee Banking customer and in such an event the facility shall be seized to apply and any outstanding limit utilized shall be adjusted from the available credit balance of the customer's account maintained with SCB immediately.
21. Regardless of any other provision of the Agreement, this facility is made available on an on-demand basis. The Bank may at its sole discretion at any time, regardless of whether any default or breach of terms and conditions in respect of the facility has occurred, on written notice withdraw or cancel all or any part of the facility including any available limit unutilised and demand repayment/payment of any amount outstanding or otherwise due under or in relation to this Facility (whether principal, interest or other sum), whereupon the customer/Borrower must within two banking days pay the relevant amount to the Bank.
22. If at any time, any provision of hereof becomes illegal, invalid or unenforceable, in any respect neither the legality, validity or enforceability of the remaining provisions shall be affected or impaired thereby.
23. The overdraft limit, unless cancelled earlier by the Bank or the customer, will be valid for a period of 12 months, at which point the full amount with applicable charges and interest will be due. This limit will be extended further if the customer applies for an extension along with consent to pay for related charges.
24. The Bank may set off any obligation due from customer under the facility against any obligation owed by the Bank, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. For the purposes of this Clause, "obligation" includes any obligation whether matured or unmatured, actual or contingent, present or future. If the amount of any such obligation is unascertained, the Bank may estimate the amount for the purposes of the set-off.
The Bank reserves the right to alter these terms and conditions at any time on notification to the customer.
25.
 - (i) Any notice made by the Bank in respect of the facility shall be in writing and made to the address given by the customer to the Bank and shall be deemed to have been served on the customer 3 business days from the date of posting,
 - (ii) Customer undertakes and confirms that customer will notify the Bank within 30 days if there is a change in any information which customer has provided to the Bank.
26. Where required by domestic or overseas regulators or tax authorities, customer consents and agrees that the Bank may withhold, and pay out, from customer's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.
27. If the declaration below is signed by more than one person as customer, the liability of each such person there under, and these terms and conditions shall be joint and several.
28. If these terms and conditions and declaration below is signed by more than one person as applicant or customer, the liability of each such person in relation to the application and under these terms and conditions shall be joint and several, and references to the "applicant", "customer" or "you" shall be accordingly so construed.
29. The Bank will keep information provided by, or relating to, any customer confidential except that the Bank may disclose such information to any of the Bank's affiliates, to any of the Bank's or the Bank's affiliates' service providers or professional advisers, who is under a duty of confidentiality to the discloser to keep such information confidential, to any actual or potential participant, sub-participant or transferee of the Bank's rights or obligations under any transaction between the parties (or any of its agents or professional advisers) and any other person in connection with a transaction or potential transaction between the parties, to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection; or as required by any law or any authority.
30. The Bank may in its sole and absolute discretion vary or amend these terms and conditions at any time and from time to time.
31. The Bank's failure to exercise or delay in exercising any right or remedy under or in connection with the facility will not operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in any document relating to the facility are cumulative and not exclusive of any rights or remedies provided by law.
32. The customer is not entitled to assign or transfer any of its rights and obligations under the facility documents without the Bank's prior consent. The Bank may at any time assign or transfer any of its rights and obligations under any facility document to any other person or change its lending office without the prior consent of the customer.
33. These terms and conditions shall bind and inure to the benefit of the respective successors-in-interest and permissible assignees of the Bank and the customer.
34. The terms and conditions shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh, and the applicant or customer irrevocably submits to the exclusive jurisdiction of the courts of Bangladesh.

Global Consolidation of Customer Information

Whilst the Bank maintains strict confidentiality in all matters relating to my account(s) and employment, I hereby authorize the Bank (and /or any of its officers or employees) or any of its affiliates to disclose any information concerning me, my employment, my account held with the Bank or another Group Member, or my relationship with the Bank or another Group Member to any of the following:

- i. any office or branch of the Bank or another Group Member;
- ii. any agent, contractor or third party service provider or any professional advisor of the Bank or another Group Member;
- iii. any regulatory, supervisory, governmental, quasi-governmental, tax authority (domestic or overseas) with jurisdiction over the Bank or another Group Member;
- iv. any person to whom the Bank is required or authorised by law or other court order to make such disclosure;
- v. any person who is under a duty of confidentiality to the Bank;
- vi. any Bank or financial institution with which I have or have proposes to have dealings, regardless of whether the recipient in each case is located in Bangladesh or in any other country and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country.

For the purpose of this clause, "Group Member" means any company, including Standard Chartered plc and the Bank, which is part of the Standard Chartered Group, being group of companies whose ultimate parent company is Standard Chartered PLC. *

Credit Card Terms and Conditions

INTRODUCTION

It is important that you read and understand the following Terms and Conditions governing the use of Standard Chartered Silver/Gold/Platinum/Titanium/Signature Credit Card. If you do not understand any of them, please do not hesitate to contact us. Our staff at Card Services (CS) will be happy to assist you. By signing and/or, activating and/or retaining and/or using the Card, you have agreed to be bound by these Terms and Conditions. Knowledge of your rights and obligations will ensure that you are protected in the event of any unauthorized transaction on your Standard Chartered Silver/Gold/Platinum/Titanium/ Signature Credit Card Account(s) and how you can gain the maximum benefit from the services we offer-apart from enabling you to fulfill your responsibilities as a Cardholder. The issue of a Standard Chartered Silver/Gold/Platinum/Titanium/Signature Credit Card is conditional upon the truthful completion of Bank's Silver/Gold/Platinum/Titanium/Signature Credit Card Application Form by a person under the laws of Bangladesh. The Bank reserves the right to issue a Card or reject an Application for the issue of a Card without assigning any reason, notwithstanding that the applicant may prima facie satisfy the eligibility criteria, and is also subject to the Bank's satisfactory verification of the information supplied. We strongly recommend that you keep this booklet readily available as it contains information, which could be important for you later. To the extent of any inconsistency between the agreement and other Terms and Conditions, the agreement shall prevail.

1. DEFINITIONS

- i. **"ATM"** means an automated teller machine or any Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts Card.
- ii. **"Bank"** means Standard Chartered Bank, its successors and its assignees.
- iii. **"Standard Chartered Group"** means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office)
- iv. **"Bangladesh Bank"** means the central bank of Bangladesh established under the Bangladesh Bank Order (P.O. 52 of 1972) and includes its successors and assigns.
- v. **"Card Account"** means the Global Silver/Gold/Platinum/Titanium/Signature Credit Card Account opened by the Cardholder with the Bank for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary Cardholder, if any, under the Terms and Conditions of this agreement.
- vi. **"Card"** means the Silver/Gold/Platinum/Titanium/Signature Credit Card issued by the Standard Chartered Bank on the Application of Cardholder under the name of Visa or MasterCard or Silver/Gold/Platinum/Titanium/Signature Credit Card and also includes Primary, Supplementary and Replacement Cards.
- vii. **"Cardholder"** means an individual whose name is in a Card Account and who is responsible for all transactions and liabilities on the Card Account. It includes Primary and any Supplementary Cardholder.
- viii. **"Card Transaction"** means the purchase of goods and/or services, benefits or reservations (including without limitations any reservation made by the Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rented or hired, whether or not utilized by the Cardholder) and/or receiving Cash Advances by the use of the Card or the Card numbers or the PIN or in any other manner including without limitation mail, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether sales slip or cash advance or other voucher or form is signed by the Cardholder.
- ix. **"Cash Advance"** means any amount obtained by the use of the Card, the Card number or the PIN or in any manner authorized by the Cardholder from the Bank or any other bank or financial institution for debit to the Card Account.
- x. **"Charges"** means amount payable by the Cardholder arising from the use of the Card or the Card Number or the PIN or under these Terms and Conditions and includes without limitation all Card Transactions, Fees, Finance Charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Current Balance.
- xi. **"Credit Limit"** means the maximum debit balance permitted by the Bank for the Card Account for the Primary and the Supplementary Card, if any, and notified to the Primary Cardholder from time to time. xii. **"Current Balance"** means the total debit balance (inclusive of all Charges) which shall be debited to the Card Account outstanding on the Card Account payable to the Bank according to the Bank's records on the date the Statement of Account is issued.
- xii. **"Current Balance"** means the total debit balance (inclusive of all Charges) which shall be debited to the Card Account outstanding on the Card Account payable to the Bank according to the Bank's records on the date the Statement of Account is issued.
- xiii. **"Deposit"** means the amount in cash placed with the Bank as specified by the Bank as security for the performance of the Cardholder's obligation.
- xiv. **"Domestic Transaction"** means any Card transaction made within the territorial jurisdiction of Bangladesh and in Taka.
- xv. **"Electronic Banking Terminal"** means any authorized terminal or device in which Card and/or PIN can be used. This includes ATM's, Point of Sales terminal through which Card Transactions can be performed or any other authorized terminal or

device connected to Standard Chartered electronic banking system from time to time.

- xvi. **"International Transaction"** means any Card Transaction made outside the territorial jurisdiction of Bangladesh while travelling and in any other lawful currency except Taka.
 - xvii. **"Merchant"** means any corporate entity, person or other establishment, supplying goods and/or services, which a Card Scheme Member Bank has approved and made arrangements to accept the Card or the Card numbers as a mode of payment or reservation by the Cardholder.
 - xviii. **"Minimum Amount Due"** is 1% of the Current Balance (subject to a minimum of Tk.500/or such other amount as determined by the Bank from time to time) and any fees, charges, or monthly instalments in full. Payment of Minimum Amount Due by the Payment Due Date will help avoid any late payment charges.
 - xix. **"Payment Due Date"** means the date specified in the Statement of Account by which date, payment of the Current Balance or any part thereof or the Minimum Amount Due is to be made to the Bank.
 - xx. **"PIN"** means in relation to a Cardholder the Personal Identification Number issued to the Cardholder to enable the Card to be used at an ATM.
 - xxi. **"Primary Cardholder"** means a person other than a Supplementary Cardholder who is issued a Primary Card and for whom the Card Account is first opened by the Bank.
 - xxii. **"SAARC Countries"** means the countries who are members of South Asian Association for Regional Co-operation and currently- Afghanistan, Bangladesh, Bhutan, India, Maldives, Myanmar, Nepal, Pakistan and Sri Lanka.
 - xxiii. **"Non-SAARC Countries"** all other countries of the world excluding SAARC countries.
 - xxiv. **"Security"** means the Deposit.
 - xxv. **"Statement of Account"** means the Bank's monthly or other periodic statements sent to the Cardholder showing particulars of the Current Balance payable to the Bank.
 - xxvi. **"Supplementary Card"** means a Card issued by the Bank to a third party nominated by, and at the request of, the individual entering this Agreement with the Bank and in respect of which Card Transaction is to be recorded on the Card Account.
 - xxvii. **"Supplementary Cardholder"** means the person who has been issued a Supplementary Card.
 - xxviii. **"Taka"** means the lawful currency of the Government of Peoples' Republic of Bangladesh.
 - xxix. **"Travel Quota"** means the foreign currency entitlement for Bangladeshi nationals travelling abroad as specified by Bangladesh Bank in Foreign Exchange Guideline.
 - xxx. **"Over-limit Charge"** is a charge levied once per Statement of Account, if the Cardholder exceeds his Credit Limit.
 - xxxi. Unless the context requires otherwise;
 - (a) Words denoting one gender shall include all other genders;
 - (b) Words denoting the singular shall include the plural and vice versa. with internal policies associated with any applicable order or sanction of an authority, the Cardholder may be prevented from using an International Credit Card overseas.
- ### 2. THE CARD
- (i) The Card is and will be, at all times, the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent.
 - (ii) The Card may be collected by the Cardholder or sent by post or courier to the address notified to the Bank by the Cardholder at the risk of the Cardholder.
 - (iii) Upon receipt of the Card, the Cardholder shall sign at the designated place of the Card immediately and such signature and/or activation and/or retention and/or the use of the Card will constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions for which purpose the Primary Cardholder hereby appoints all Supplementary Cardholder(s) as his agent for this purpose, notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card unless otherwise not required by the Bank.
 - (iv) In the event the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in halves and return both halves to the Bank and Clause 8 hereof shall henceforth be operative.
 - (v) The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder under no circumstances whatsoever will allow the Card and/or PIN to be used by any other individual. The Cardholder may not pledge the Card as security for any purpose whatsoever.
 - (vi) The Cardholder shall at all times ensure that the Card is kept in a safe place and will exercise every possible care to prevent the Card from being lost or stolen.
- ### 3. USE OF THE CARD
- (i) The Cardholder acknowledges that the facility provided by the Bank under the Card

is an unsecured loan granted by the Bank subject to the Terms and Conditions of this Agreement and repayable on demand by the Bank.

- (ii) The use of this Card is confined to Bangladesh only unless the Cardholder applies for international usage facility after proper endorsement on the passport by the Bank. Use of the Card outside Bangladesh without proper passport endorsement shall make the Card liable for immediate cancellation and any other appropriate action in accordance with law. The Cardholder will also be liable to clear all outstanding without prejudice to any right, remedy or action against him, by the Bangladesh Bank, the Bank, court or any regulatory agency.
- (iii) The Card may be used for Card Transactions:
 - (a) Within the Credit Limit notified by the Bank to the Cardholder.
 - (b) Within the limit assigned for SAARC countries & Myanmar and Non-SAARC countries and until the limit assigned for international transaction remains valid and in compliance with the rules and regulations issued by Bangladesh Bank under the Foreign Exchange Regulation Act 1947.
 - (c) Until the expiry date embossed on the Card.
 - (iv) The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank and in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities.
 - (v) The Cardholder shall and undertakes to stay within the prescribed Credit Limit assigned by the Bank and further undertakes to effect no purchases or transactions which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit Limit. If in contravention of this provision, the Cardholder exceeds the Credit Limit, then the Cardholder must pay the amount exceeding the Credit Limit in full and the Minimum Amount Due and also in addition an Over limit Charge.
 - (vi) Notwithstanding that the Cardholder's Credit Limit has not been exhausted, the Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use or to refuse to authorize any Card Transaction. The Bank reserves the right not to allow International Transactions up to full limit assigned for SAARC Countries & Myanmar and for Non-SAARC Countries so that the limits are not exceeded in the event of exchange rate fluctuations or any unauthorized transactions.
 - (vii) All transactions effected in a currency other than Taka will be converted from the transaction currency into Taka at a rate selected by VISA/MasterCard International from within a range of wholesale market rates or the government-mandated rate in effect on the conversion day. VISA Cards overseas transactions will be subject to a reimbursement charge representing the charge imposed by VISA International on the Bank and MasterCard International Card overseas transactions will be subject to a charge imposed by MasterCard International directly on Card members respectively. Such transactions will also be subject to a Bank charge as the bank may determine in its sole discretion from time to time. The exchange rate may differ from the rate on the transaction date due to market fluctuation.
 - (viii) The Cardholder(s) may use an International Credit Card overseas if they comply with exchange controls and other applicable laws of Bangladesh. If an authority requires the Bank to do so, or the Bank is otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if the Bank needs to comply with internal policies associated with any applicable order or sanction of an authority, the Cardholder may be prevented from using an International Credit Card overseas.
 - (ix) For Cards issued against Export Retention Quota (ERQ) the Cardholder acknowledges that he/she understands the purpose of use of ERQ Card and hereby undertakes that the ERQ Card will be used for bonafide business purposes only.

4. CASH ADVANCE

The Cardholder may obtain Cash Advances up to a maximum of 50% of the Credit Limit subject to availability of adequate credit and as may be acceptable to the Bank from time to time at its absolute discretion by the following means;

- (i) Use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an Agreement for the use of the ATM of the said bank or institution in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM.
- (ii) The customer will be responsible to generate a PIN by calling the Bank's Contact Centre, to be used in conjunction with the Card when effecting a transaction at an ATM. The cardholder may under no circumstances whatsoever disclose the PIN to any other person.
- (iii) The Bank's record of any transaction effected in conjunction with a PIN shall be binding on the Cardholder as to its consequence.
- (iv) The use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the Agreement of the Cardholder to pay a cash advance fee and finance charge as determined by the bank from time to time on the amount of cash advance. Finance Charge shall be levied on each Cash Advance from the date of the advance until repayment in full. The Bank may from time to time, vary the amount of cash advance fee and finance charge payable by the Cardholder.

5. PAYMENT

Details of all fees and charges referred to in this section are listed in the Service and Price Guide. This Service and Price Guide may be amended from time to time usually giving advance notice to the Cardholder.

- (i) The Cardholder agrees to pay the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Card when issued or renewed and an annual fee prescribed by the Bank for each Supplementary Card when issued or renewed.
- (ii) The Cardholder agrees to pay the total amount of all Charges described as the Current Balance specified in the Statement of Account which is due in full and payable not later than the date specified on the Statement of Account and the

Cardholder shall incur no finance charge (excluding for Cash Advance) if the payment of the Current Balance is received by the Bank on or before the Payment Due Date.

- (iii) The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay at least 'Minimum Amount Due' as determined by the Bank from time to time on or before the Payment Due date. If the current balance is less than Minimum Amount Due then the Current balance becomes fully due. However, if the Minimum Amount Due is not paid by the Payment Due Date or only partly paid, then the unpaid amount will be added to the next statement's Minimum Amount Due
- (iv) If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a flat Late Payment Charge as prevailing from time to time will be levied.
- (v) If the Cardholder pays to the Bank an amount less than the Current Balance by the Payment Due Date or no payment is made or payment is made but after the Payment Due Date, a finance charge calculated on average daily basis will be applied to the Current Balance and new Card Transactions until any payments are credited to the Card Account and thereafter on the reduced balance.
- (vi) All payments received by the Bank from the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may think fit:
 - (a) All unpaid Government Tax (if applicable), Finance Charges, Fees, Cash Advances, Charges and other costs shown on any previous Statement of Account.
 - (b) All unpaid Cash Transactions as shown on any previous Statement of Account.
 - (c) All unpaid Government Tax (if applicable), Finance Charges, Fees, Cash Advances, Charges and other costs shown on the current Statement of Account.
 - (d) All unpaid Card Transactions shown on the Current Statement of Account.
 - (e) All Government Tax (if applicable), Finance Charges, Fees, Cash Advances Charges and Card Transactions not yet shown on the current Statement of Account.
- (vii) The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, finance charges, the specified Minimum Amount Due and/or late payment charges or any other charges.
- (viii) A replacement charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional charges as prescribed by the Bank are payable by the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of sales voucher/Cash Advance Slip and any further services the Bank may provide from time to time.
- (ix) Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by the Cardholder in full or partial payment of the outstanding amount.
- (x) The Cardholder hereby expressly agrees that if any sum shall be due from the Cardholder to the Bank at any time under the Card Account, or the Cardholder shall be liable to the Bank on any banking Account, or any other Account, current or otherwise in any manner or if default is made by the Cardholder in the provisions of such Accounts or in any other banking facilities granted by the Bank to the Cardholder, then and in such event, the whole outstanding balance on the Cardholder's Account shall become immediately due and payable and the provisions of clause 8 hereof shall be applicable.
- (xi) A cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the bank. Any cash deposits may only be regarded as having been received by the Bank upon crediting the same to the Card Account.
- (xii) Payments will be treated as made from the date on which the payments are actually received by the Bank in the ordinary course of business and not from the posting date on the Statement. At least 3-4 days should be allowed for the payment to be credited to the Card Account.
- (xiii) Payments made by cheques drawn on a location where the Bank does not have a branch will be subject to a processing and handling fee as determined by the Bank from time to time.
- (xiv) The Bank may at any time demand that the Cardholder deposits an undated cheque and/or pledge cash collateral in favour of the Bank for the amount, which the Bank may require even when such a cheque was not demanded when the card was issued to the Cardholder. The Cardholder, in such an eventuality, will be deemed to have authorised the Bank to insert the date on the said cheque and to present it for payment on the inserted date against any amount due to the Bank.
- (xv) The Bank shall deliver a Statement of Account to the Cardholder each month or at such other regular intervals as deemed fit by the Bank. If the Cardholder does not receive the Statement of Account for any Statement Period, he should notify the Bank within 7 days of the statement date and request a copy of the Statement of Account for the particular Statement Period. Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient for non-payment of dues in time. The Bank cannot be held liable for non-receipt of statement due to unforeseen circumstances and circumstances outside the Bank's control.

Subject to applicable local laws:

Such statements may be in paper, electronic or any other form the Bank may choose. However, the Bank may not issue statements where the Bank is not required by law to do so or where Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from doing so.

- (xvi) The Cardholder may use the following channels to log complains/disputes with the Bank: branches, client centre, email. The Cardholder understands that the Bank may require time to complete the investigation and the period of time taken for the investigation will depend on the complexity of the complaint/dispute raised with the Bank. All entries in the Statement of Account shall be presumed correct unless the Cardholder disputes such entries within 30 days from the Statement of Account and

proves such entry to be incorrect. If the disputed Card Transaction turns out to be genuine, the Cardholder shall pay the amount set out in the relevant Card Transaction together with any fees incurred by the Bank in the investigation of such disputed Card Transaction. Without prejudice to the foregoing, the Cardholder shall immediately report to the Bank if it suspects any fraudulent, illegal or suspicious activity with regard to the Card and the Bank shall, upon receipt of such report, be entitled to temporarily suspend the usage of the Card until further notification to the Cardholder.

- (xvii) If the Cardholder is travelling or out of town, it would be the responsibility of the Cardholder to make arrangements to ensure that at least the Minimum Amount Due is paid to the Bank on or before the Payment Due Date.
- (xviii) The Bank will credit the Cardholder's Card account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.
- (xix) The payment by the Cardholder of any sum to the Bank in respect of any Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Cardholder of the entries shown on that Statement of Account.
- (xx) For Credit Card, the interest is charged monthly and calculated on daily outstanding balance.
- (xxi) Under accrual method, Interest is charged monthly and calculated on daily balances, based on actual number of days which is 365 days for non-leap years and 366 days for leap years.
- (xxii) Retail/Cash interest is calculated from transaction date.
- (xxiii) Interest billing: Accrued Interest for Retail transaction is waived on Cycle date upon full payment of last statement balance by Payment Due date. Else billed. For Cash: Always billed.
- (xxiv) The Bank or any member of the Standard Chartered Group shall use Cardholder's information to (a) send SMS, email, call/visit clients at registered telephone/mobile numbers and office/home address in case of default payments. (xxv) Calls and visits will be made within the timeline as directed by Bangladesh Bank from time to time. Recovery letters will be issued to the address(s) of the Cardholder last updated by the Cardholder to the Bank whether about present, permanent or work address.
- (xxv) Calls and visits will be made within bank office hour or according to customers' convenient time. Recovery letters will be issued to the address(s) of the Cardholder last updated by the Cardholder to the Bank whether about present, permanent or work address.
- (xxvi) "The Bank may, from time to time, increase/decrease of the Card limit and upgrade/downgrade the Card type at any time based on the Cardholder's transaction and repayment behaviour/history. Cardholder hereby consent s to accept such increase/decrease/upgrade/downgrading by the Bank and confirms that any subsequent written request by the Cardholder is not required regarding the same. Cardholder reserves the right to disagree of accepting any increase/upgrade of the Card and such disagreement shall be addressed with immediate effect by restoring the Card's limit or type to its previous status by the Bank".

6. SUPPLEMENTARY CARD

- (i) The Bank may at its absolute discretion issue a Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The Supplementary cardholder must be of 18 years of age or over. The issue of the Supplementary Card(s) shall be subject to such Terms and Conditions, which the Bank may deem necessary.
- (ii) The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder and the Primary Cardholder and the Supplementary Cardholder shall not permit the total of the charges incurred through their respective Cards to exceed the said Credit Limit.
- (iii) The validity of the Supplementary Card is dependent on the validity of the Primary Card. The termination of the Supplementary Card shall not terminate the Primary Card.
- (iv) The undertakings, liabilities and obligations of the Primary Cardholder and the Supplementary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counter claim which the Primary Cardholder and the Supplementary Cardholder may have against each other.
- (v) The Supplementary Cardholder is bound by all Terms and Conditions except that he or she is not liable for payment in respect of any transactions on the Card Account. The Primary Cardholder will be responsible to the Bank for all transactions on the Supplementary Card.
- (vi) The Primary Cardholder may withdraw the authority of the Supplementary Cardholder by sending a written intimation to the Bank accompanied by the Supplementary Card.
- (vii) All transactions authorized by the Supplementary Cardholder prior to the date the Supplementary Card is received by the Bank, are valid and treated as binding upon the Primary Cardholder and are the liability of the Primary Cardholder.

7. LOSS OF CARD/PIN AND ZERO LOSS LIABILITY

- (i) The Cardholder shall be fully liable for all Card transactions made with the PIN whether with or without the knowledge of the Cardholder.
- (ii) The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party.
- (iii) In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately notify the said loss, theft or disclosure together with the particulars thereof to the Bank and the Police of the country where such loss or theft or disclosure occurred. In such circumstances, the Bank shall be entitled to temporarily suspend the use of the Card until further notice to the Cardholder. The bank will under no circumstances be liable for any transaction on the Card before receiving proper notification of the said loss, theft or disclosure from the Cardholder.
- (iv) The Cardholder shall be and remain fully liable to make payment to the Bank for any

debit to the Card Account arising from any Card transactions, goods or services supplied by merchants, Cash Advances or ATM transactions affected through the use of the Card by any person whether with or without knowledge of the Cardholder and irrespective of whether they were authorized by the Cardholder or not.

- (v) The Bank may at its absolute discretion issue a replacement for any lost or stolen Card on the Terms and Conditions that the Bank may deem fit.
- (vi) In the event that the Cardholder recovers the lost or stolen Card, he/she shall immediately return the same cut in halves to the Bank without using it. The Cardholder shall not use the PIN after reporting to the Bank of the disclosure of the same to any other party.

8. TERMINATION

- (i) Notwithstanding the payment provisions outlined under clause 5, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Account shall be payable immediately in full upon the termination of this Agreement.
- (ii) The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all Cards cut into halves to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in halves and full payment of all Charges and liabilities under the Card Account. The Bank may, however, end/close, freeze or suspend any (or all) of Cardholder's banking agreements for or dealings on any of the above card accounts without notice to the Cardholder either at the Bank's own instance or at the instance of any court or administrative order or if:
 - (a) performance of any obligation by either the Cardholder or the Bank under any of their banking agreements, or a security provider under any security breaches, is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy the Bank applies as a result of an order or sanction issued by an authority;
 - (b) at any time, as a result of Cardholder's domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any product or part of any product, would or might in Bank's reasonable opinion constitute a breach of Bank's policy or any applicable law or requirement of any authority, or is not in accordance with the Bank's usual business practice and procedure; without being liable for and breach of duty the Bank may owe to the Cardholder.
 - (iii) In the event that Supplementary Cardholder terminating his/her Card, all Cardholders including the Supplementary Cardholder whose use of the Card has been terminated shall be and shall continue to be jointly and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms and Conditions save that Supplementary Cardholder whose use of the Card has been terminated shall not be liable for Charges and other liabilities incurred by the Cardholder and other Supplementary Cardholders (if any) after the Bank's receipt of the cut Supplementary Card.
 - (iv) The Bank may at any time recall all or any Card(s) and cancel its/their use with or without giving prior notice to the Cardholder. The Cardholder shall immediately after such recall; return such card(s) cut in halves to the Bank and make full payment of all Charges and liabilities to the Bank.
 - (v) The Bank shall terminate the use of the Card without notice upon the death, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Bank due to any cause attributable to the Bank.
 - (vi) The Cardholder and/or his estate will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balances.
 - (vii) The Bank shall not be liable to refund the annual membership fee or any part thereof in case of the termination of the Card Account.
 - (viii) In the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security for a period of at least 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or the Bank or following the Agreement being terminated.

9. EXCLUSION OF LIABILITY

The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- (i) Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card transaction or refusing to extend or provide Cash Advances up to the Credit Limit or all;
- (ii) Refusal of any Merchant or member institution of Visa/Master Card to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;
- (iii) The malfunction of any ATM or disruption communication systems;
- (iv) The exercise of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person or ATM;
- (v) The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 8 (iv).
- (vi) Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card;
- (vii) Any false statement, misrepresentation, error or omission in any details disclosed by

the Bank pursuant to Clause 10;

- (viii) Any dispute between the Cardholder and any Merchant or bank or financial institution or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or counter claim of right or set-off which the Cardholder may have against such Merchant or Bank or financial institution or person.

10. SMS BANKING

- (i) Standard Chartered Bank will accept Application Forms signed by the Primary Cardholder only (subject to verification of signature).
- (ii) For PUSH Service, Standard Chartered Bank will use the respective Mobile Phone operator's text mail service (SMS) to send the financial information related to customer's Silver/Gold/Platinum/Titanium/Signature Credit Card on the following working day after the statement has been generated. The PUSH Service will be offered free-of-charge.
- (iii) For PULL Service, the Cardholder will be able to obtain a range of financial information related to Silver/Gold/Platinum/Titanium/Signature Credit Card by typing a pre-defined Key-Word with a 4-digit PIN as a message in the Mobile Phone and then sending this message to a prescribed SMS short code. For this service, regular SMS charges of the respective Mobile Phone operator will apply.
- (iv) The Cardholder is solely responsible to ensure the possession of the Mobile Phone number assigned to SMS Banking Services to maintain the confidentiality of his/her financial information. If the Mobile Phone number is lost, stolen or sold to another individual, the Cardholder shall immediately notify the Bank of the incident and cancel the SMS Banking Service. The Cardholder hereby agrees that Standard Chartered Bank/Mobile Phone Operator shall not be responsible for any disruption in SMS Banking Service due to any technical failure on the part of Standard Chartered Bank/Mobile Phone Operator.
- (v) SMS Banking Service shall remain effective until otherwise advised in writing by the Cardholder, which should reach the Bank at least one week before the next statement is due.
- (vi) The laws of Bangladesh govern these Terms & Conditions.
- (vii) The Bank may revise and/or change any of the Terms & Conditions at any time with notice to you, but does not require any consent.

11. LIMITATIONS OF RECEIVING INSTRUCTIONS

The Bank may:

Act in accordance with their usual business practice and procedure and they need only accept instructions if they consider it reasonable and practicable to do so. For example, the Bank may refuse to act if an instruction may involve a breach of their policy, any security procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where they operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country), result in a card account being overdrawn, appears to conflict with another instruction from a joint account holder, or if the Bank genuinely believe or suspects the instruction is unauthorised.

The Bank will not execute Cardholder's instructions, and will not be responsible for any loss resulting from such non-execution, if on the stipulated date of execution:

Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from carrying out Cardholder's instructions.

12. LIMITATIONS IN FUND TRANSFER SERVICES BY DIGITAL/ELECTRONIC BANKING SERVICES OR OTHER MEANS

The Bank need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- (i) An order of court or any applicable law prohibits the Bank from executing the fund transfer instructions;
- (ii) Bank's policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from executing the fund transfer instructions.

13. DISCLOSURE OF INFORMATION

Whilst the Bank maintains strict confidentiality in all matters relating to the card account(s) and business, the Cardholder hereby authorises and consents to the Bank and each member of the Standard Chartered Group, including its officers, employees, agents and advisers to disclose their information to the following parties for any of the purposes where the Bank can disclose their information:

- any member of the Standard Chartered Group anywhere in the world, including any officer, employee, agent or director;
- professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the Standard Chartered Group's business;
- Bank's business alliance partners who may provide their product or service to the Cardholder;
- any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;
- any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents with jurisdiction over the Bank or member of the Standard Chartered Group;
- any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit

protection and fraud prevention agencies;

- any financial institution which you have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes;
- a merchant or a member of a card association where the disclosure is in connection with use of a card;
- any actual or potential participant or sub-participant in relation to any of Bank's obligations under Bank's banking agreement between the Bank or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- upon Cardholder's death or mental incapacity, Cardholder's legal representative and their legal advisers, and a member of the Cardholder's immediate family for the purpose of allowing him/her to make payment on any of the above card account(s);
- any authorised person or any security provider;
- anyone the Bank considers necessary to facilitate Cardholder's requests for services or application for products with any member of the Standard Chartered Group;
- anyone the Bank considers necessary in order to provide the Cardholder with services in connection with a product;
- any Bank or financial institution with which Cardholder has or has proposes to have dealings, regardless of whether the recipient in each case is located in Bangladesh or in any other country and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country; located in any jurisdiction.

14. INDEMNITY

Their Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, and costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Condition s or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder.

15. WITHOLDING PAYMENT

Where required by domestic or overseas regulators or tax authorities, the Cardholder consent and agree that the Bank may withhold, and pay out, from the Cardholder's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

16. RIGHT TO SET-OFF

- (i) In addition to any general right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wheresoever located and whether in Taka or in any other currency or set off or transfer any sum standing to the credit of any such account(s) including a joint account with Supplementary Cardholder in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description or wheresoever located and whether in taka or any other currency and may do so notwithstanding that the balances on such account(s) and the Cardholder hereby authorizes the Bank to offset any such combination, consolidation, set off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion.
- (ii) For the purpose of enabling the Bank to preserve intact the Liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other Security or Guarantee to the credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

17. NOTICES

- (i) The Cardholder undertakes and confirms that:
- The Cardholder must give the Bank in writing their address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with any Card. If these details change the Cardholder must give the Bank not less than 14 days advance notice in writing before the change has taken place. If the Cardholder intends to live outside Bangladesh they must immediately notify the Bank.
- (ii) The Cardholder shall notify the Bank within 30 days if there is a change in any other information which they have provided to the Bank.
- (iii) The Cardholder must promptly notify the Bank in writing of any change in employment or business or address (office and/or residence) or if Cardholder intends to be away from Bangladesh for more than 30 days.
- (iv) Should the Cardholder be away from Bangladesh for more than a month, the Card Account should be settled 7 days prior to departure.
- (v) If the Cardholder leaves Bangladesh to take up residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 14 days prior to the Cardholder's departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and clause 8 shall apply.
- (vi) All cards, which do not have any payments pending for over a month or more, will be renewed automatically. In case the Cardholder does not want his/her Card to be renewed or any Supplementary Card to be renewed, a written intimation should be sent to Card Services two months in advance. Intimations sent earlier than two months or less than 30 days before the expiry cannot be accepted.
- (vii) All Card, PIN, Statement of Account, demands or any other communication under these Terms and Conditions may be delivered personally or sent by courier or ordinary post to the last known billing or any other address of the Cardholder and

such communication shall be deemed to be to have been served on the Cardholder on the day of delivery if delivered by hand and on the next business day after dispatch, if set by courier or by post.

- (viii) All communications under these Terms and Conditions sent to the Primary Cardholder or the Supplementary Cardholder shall be deemed to be communication sent to both.

18. GENERAL

- (i) The Bank shall not be liable for acting in good faith upon the Cardholder's instructions.
- (ii) The Cardholder authorizes the Bank at its discretion to record any such instruction and to use such records as evidence in a court of law or the legal proceedings.
- (iii) From time to time Bank may monitor and/or record telephone calls between the Cardholder and Bank to assure the quality of its customer service or as required by applicable law.
- (iv) The Cardholder shall indemnify the Bank against any consequences, claims proceedings or losses that may arise or be incurred by the reason of carrying telephonic instructions from or purported to be from the Cardholder.
- (v) The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under this Agreement.
- (vi) The Bank shall be entitled at any time without the consent of the Cardholder to assign and transfer the whole or any part of its rights or obligations under this Agreement. The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time to give effect to such assignment and transfer.
- (vii) The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- (viii) The Terms and Conditions herein are binding upon the Cardholder and he shall not assign or transfer of his obligations herein to anyone else without prior consent of the Bank in writing. Any such assignment and transfer without prior consent of the Bank shall be void ab initio and the Bank is under no obligation to recognise such assignment and transfer.
- (ix) Each of these Terms and Conditions are severable and distinct from one another and if any time any one or more of such Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality of the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (x) The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no conditioning or excusing of and no neglect of forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions.
- (xi) In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also, these products/services are subject to availability and will be allocated on a first come, first served basis.
- (xii) In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held responsible where any of the Merchants withdraws, cancels, alters, or amends these products/services. In addition, the Bank reserves the right to change the benefits available to Cardholders at any time without prior notice.

19. VARIATION OF TERMS

- (i) The Bank may from time to time change the Terms and Conditions of this Agreement with 30 days prior notice to the Cardholder(s). Cardholder hereby authorizes the Bank to change the Terms and Conditions of this Agreement without prior consent of the Cardholder. Subject to the requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof. Such changes shall apply to all unpaid Finance Charges, Fees, Cash Advances, Costs and Card Transactions.
- (ii) Retention or use of the Card after the effective date of any such change of Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior written notice to the effective date and clause 8 shall henceforth be operative.

20. GOVERNING LAW

The Terms and Conditions are governed by and shall be construed in accordance with the laws of the land and the Cardholder hereby submits irrevocably to the exclusive jurisdiction of the courts of the Country. Such submission shall however not prejudice the rights of the Bank to bring proceedings against Cardholder in any other jurisdiction.

21. PRE-CONDITIONS TO USE OF ANY PRODUCT

The Bank need not provide any funds to the Cardholder or otherwise allow the Cardholder to access or use a product or their electronic banking services if the Cardholder trade in rough diamonds.

22. ANTI-MONEY LAUNDERING, COUNTER TERRORISM FINANCING, SANCTIONS OR EMBARGOES

To comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting

requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the Standard Chartered Group may:

- be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where any member of the Standard Chartered Group operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country); or
- Subject to clauses 14, 24 and 25 report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Standard Chartered Group may need or decide to disclose. Transactions impacted include those that may:
 - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - be relevant to investigation of an actual or attempted evasion of tax law, investigation or prosecution of a person for an offence against any applicable law; or
 - Involve persons or entities which may be the subject of sanctions and embargoes.

A member of the Standard Chartered Group may intercept and investigate any payment messages and other information or communications sent to or by the Cardholder or on Cardholder's behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

Any member of the Standard Chartered Group may take any action it believes to be necessary to comply, or in connection, with the matters set out in this clause. This includes freezing funds, preventing operation of a card account, refusing a request for funds from the Cardholder, otherwise not allowing the Cardholder to use a product, or delaying or cancelling a transaction. It need not notify the Cardholder until a reasonable time after it is permitted to do so under those laws of policies. No member of the Standard Chartered Group is liable for any loss arising out of any action taken or any delay or failure by the Bank, or a member of the Standard Chartered Group, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

23. SCOPE OF INFORMATION

Personal information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, mobile phone number and email address) and employment details; Cardholder's information comprises all the details the Bank hold or collect about the Cardholder, their transactions, their financial information, their personal information, and information about the Cardholder obtained from them, their interactions and dealings with the Bank and any third party, including information received from third parties and information collected through their use of the Bank's electronic banking services.

24. USE OF INFORMATION

The Bank or any member of the Standard Chartered Group may use Cardholder's information to (a) provide them with a product or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (c) meet any administrative, business, legal or regulatory purpose; including the following:

- processing Cardholder's application for products and services, payments, transactions and their instructions or requests;
- providing them with products and services (including any electronic banking service);
- maintaining the Bank's relationship with them;
- communicating with them on their card account and product, providing them with statements and notices such as important changes to the features, terms and conditions of any product or any of the above accounts;
- assessing their suitability for products and services;
- operational purposes;
- statistical analysis (including behavioural analysis and profiling);
- establishment, continuation and management of their banking relationship with the Bank and Bank account or, where applicable, any member of the Standard Chartered Group;
- identity verification, sanctions screening and due diligence checks;
- credit assessment, including conducting credit checks and setting credit limits;
- enforcing their obligations (including collection of outstanding amounts owed to the Bank by them and/or security provider), debt recovery, adjustment of their credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with them;
- conducting market research and surveys with the aim of improving Bank's products and services;
- for marketing purposes, promotional events, competitions;
- to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including the Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;
- for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);

- to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
- Compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes; for surveillance of premises and ATMs.

25. SANCTIONS

Standard Chartered is committed to comply with economic sanctions that are imposed by relevant regulatory authorities. As such, we do not allow our products and services to be used directly or indirectly in countries that are subject to such sanctions, and will not process transactions which involve these countries. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website and online banking, and we will not be able to provide you with financial services if you are in these countries. We will also not process payment or trade transactions that involve these countries. Please refer to our website at <https://www.sc.com> for a current list of countries that are subject to economic sanctions.

Standard Chartered – Grameenphone Co-brand Credit Card (the 'Card') Terms and Conditions

The following terms and conditions shall govern the usage of the Card:

- The Card is a product of Standard Chartered Bank.
- The responsibility of Grameenphone Ltd. is limited to telecom products, services, STAR program, value added offers as and when offered, modified, reformed, or eliminated by Grameenphone Ltd. only.
- A Grameenphone post-paid mobile connection having auto bills pay instruction from the co-brand credit card are prerequisites to be eligible to apply for this co-brand credit card.
- In order to maintain the GP Star status, you have to meet and continue to meet the requirements set by Grameenphone Ltd. which may be changed from time to time at the sole discretion of Grameenphone Ltd.
- Your GP Star status will be determined solely by Grameenphone Ltd. Standard Chartered Bank will not be liable for any change of your GP Star status.
- Termination of Star status shall terminate the co-brand credit card, however, this Credit Card Agreement shall continue and Standard Chartered Bank shall issue regular credit card as applicable for which these Co-brand Credit Card Terms and Conditions shall not be applicable.
- Any dispute in connection with Star Program shall be referred to and resolved by Grameenphone Ltd. and Standard Chartered Bank shall not be a party to any such dispute at any time.
- This Standard Chartered – Grameenphone Co-brand Credit Card Terms and Conditions shall be an integral part of the Credit Card Agreement and read in conjunction with the "Credit Card Terms and Conditions" and in case of any conflict between these two, the later shall prevail.

Standard Chartered Titanium Credit Card- Terms and Conditions on Cash Back Reward

The following terms and conditions shall govern the usage of Standard Chartered Titanium credit card. The information on applicable cash back categories, rates, and monthly cap are available on our website www.sc.com/bd are subject to change at the discretion of Standard Chartered Bank (the 'bank') at any time. For more information, please contact any of our branches or call our 24-hour Client Care Centre at 02 8332272 or 16233 (from mobile).

1. Cash Back Reward is applicable only to the Titanium credit card (the 'card').
2. "Cash Back Reward" means a credit entry executed by the bank on the card account based on eligible transactions.
3. "Cash Back Percentage" means the percentage of the eligible transaction amount that would be given as "Cash back" which is subject to change at the discretion of the bank. However, the bank will notify the cardholder through SMS and email to cardholder's mobile number and email address registered with the bank before making any such changes. Please contact immediately at any of our branches or call our 24-hour Client Care Centre at 02 8332272 or 16233 (from mobile) in case you do not agree with any such notification.
4. "Eligible Transaction" means any retail transaction (not being cash withdrawal, cash advance, card cheque transaction, Instant loan, or any other category of transactions as may be decided from time to time by the bank at its sole discretion) belonging to the "Promoted Categories" which has successfully been posted on the card account and not charged back or reversed.
5. "Promoted Category" means a category of transactions promoted from time to time by the bank at its own discretion. The "promoted categories" will be decided on the basis of merchant category and merchant establishment code for the establishment where the purchase is made. The bank reserves the right to define whether a purchase meets the Cash Back Reward eligibility criteria or not.
6. Eligible transactions conducted by the supplementary cardholder shall also acquire Cash Back Rewards on the primary card account.
7. Returned purchases, disputed or unauthorized/fraudulent transactions, finance charges, card account fees and charged back transactions shall not be eligible

for Cash Back Reward. The bank reserves the right to reverse any Cash Back Reward credited on such transactions.

8. Eligible transactions conducted overseas will also be eligible for the Cash Back Reward.
9. This Standard Chartered Titanium credit card - Terms and Conditions on Cash Back Reward shall be read in conjunction with the "Credit Card Terms and Conditions" and in case of any conflict between the credit card Terms and Conditions and this Standard Chartered Titanium credit card-Terms and Conditions on Cash Back Reward the later shall prevail.