

## SAADIQ PRIORITY ACCOUNT TERMS & CONDITIONS

These terms and conditions (the "Terms and Conditions") shall only apply to Islamic deposit accounts of the Customer opened and maintained with the Bank. The Bank shall have the sole discretion to amend, add to, or delete any provision of these Terms and Conditions at any time and to such extent as permitted by law, by displaying a notice to such effect at the branch where the account is opened, and/or by and other reasonable means of notification of such changes, unless provided to the contrary in these Terms and Conditions, the Customer shall be deemed to have accepted such changes if the Bank does not receive any notice to the contrary from the Customer within 30 days from the issuance of such notice.

### 1. DEFINITIONS AND INTERPRETATION

- (a) **"Accounts"** means the Islamic account(s) opened and maintained by the Customer with the Bank and where the context requires, shall include the Current Account and/or the Mudaraba Account.
- (b) **"Authorised Person"** means a person authorised by the Customer (whether in the account opening form or otherwise) to act on behalf of the customer in relation to the Account(s) and any transactions in relation to such Accounts).
- (c) **"Bank"** means Standard Chartered Bank acting through the branch at which the Account is opened. Other branches, offices and affiliates of the Bank shall have no responsibility or liability in relation to the Account.
- (d) **"Category"** means a group of Customers having same maturity classification for their Mudaraba Account for a given currency.
- (e) **"Clause"** means a clause of these Terms and Conditions.
- (f) **"Current Account"** means the Islamic current accounts opened and maintained by the Customer with the Bank.
- (g) **"Customer"** means the account holder named in the account opening form.
- (h) **"Mudaraba"** means a partnership in profit in which one party provides capital ("Rob ul- Maal" or "Mudaraba Investor") and the other party provides its expertise and skill in relation to the investment of such capital ("Mudarib" or "Mudaraba Manager"). Profit, if any, is shared between the parties as per an agreed ratio while loss, if any, is borne solely by the Mudaraba Investor.
- (i) **"Mudaraba Account"** means the Islamic Shariah compliant savings & term Account(s) opened and maintained by the Customer with the Bank under which the monies placed by the Customer therein shall be invested by the Bank in Islamic Shariah Compliant Assets and which, where the context requires, includes the Mudaraba Term Account.
- (j) **"Mudaraba Term Account"** means the Mudaraba Account which is opened by the Customer solely for the Mudaraba Term Period as shall be selected by the Customer in the Account opening form.
- (k) **"Mudaraba Term Period"** means, in relation to the Mudaraba Term Account, a fixed term of one (1), three (3), six (6) or twelve (12) months or any other term as specified by the Customer in the account opening form.
- (l) **"Islamic Shariah Compliant Assets"** means the investment made by the Bank, as the manager of the Mudaraba, on the basis of either the Murabaha, Ijarah, Musharakah, Hire Purchase under Shirkatul Melk, Istisna or any other modes of Islamic Shariah compliant financing as approved by the Bank's shariah Supervisory Committee (the "Mudaraba Assets").
- (m) **"Standard Chartered Group"** means Standard Chartered Bank and any undertaking which is on or after the date of these Terms and Conditions a subsidiary undertaking of Standard Chartered Bank, a parent undertaking of Standard Chartered Bank or subsidiary undertaking of parent undertaking of Standard Chartered Bank, as those 3 terms are construed in accordance with Section 258 of English Companies Act 1985 (as amended).
- (n) **"Branches"** means the Islamic Banking Branches in Bangladesh.
- (o) **"Terms and Conditions"** means the terms and condition herein contained, as varied, amended, supplemented or modified from time to time.
- (p) **"Profit Allocation Period"** means the period when the Bank declares profit rates for different accounts from time to time.
- (q) **"Bank's Shariah Supervisory Committee"** means Standard Chartered Bank (SCB) Shariah Supervisory Committee.

### 1.2 INTERPRETATION

Unless the context requires otherwise, the following rules shall apply:

- a) Where two or more persons constitute the expression, 'the Customer', all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions hereof and their liability herein shall be deemed to be made by and be binding and applicable respectively on them jointly and each of them severally and shall also be binding on and applicable to their personal representatives, successors and/or assigns jointly and severally.
- b) Reference to any person including the Customer, the Bank and/or any other persons and/or any other persons and/or legal entities shall include the personal representatives, successors and/or assigns of the person.
- c) Reference to any person shall include any corporation, firm, partnership, society, association, statutory body and agency, whether local or foreign.
- d) The clauses and other headings herein are for case of reference only and shall not affect the interpretation of any provision hereof.
- e) Reference to a statutory provision includes reference to any modification, consolidation or re enactment of it for the time being in force, and all statutory instruments or orders made pursuant to it.

- f) Words importing the singular meaning shall where the context admits include the plural and vice versa.
- g) Words for a gender include all genders.
- h) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

### 2. INSTRUCTIONS

- a) The Bank is authorised to act on all instructions given in accordance with the signing instructions stated in the Account opening form or otherwise provided to and accepted by the Bank. If any instructions are unclear or if the Bank receives conflicting instructions, the Bank may choose not to act upon them or any of them until the ambiguity or conflict has been resolved to the Bank's satisfaction. The Bank has no obligation to verify that any instructions are genuine.
- b) If the Bank agrees to act upon telex, telephone, facsimile, electronic communication, email, letter or other form of instructions, the Bank shall be authorised to act upon such instructions, purporting to be issued by, or believed by the Bank to be issued by, the Customer or an Authorised Person. The Customer acknowledges and assumes all risks associated with communication of instructions by such methods and waives, releases and discharges the Bank from any and all claims, obligations or rights that the Customer has or may have against the Bank in relation to or arising out of such instructions. The Bank shall not be required to obtain confirmation or make enquiry as to the genuineness, of the instructions. The Bank may, however, without being obliged to do so and at its sole and absolute discretion, decline to act upon such instructions and / or request verification of instructions by means of a confirming telephone call to the Customer or Authorised Person, if any.
- c) Neither the Bank nor any of its officers, employees or agents shall be under any liability to the Customer or to any other person for any loss or damage caused as a result (including any reason of delay), direct or indirect, of acting upon or refraining from acting upon instructions or in construing or processing such instructions in error, including duplication of transactions through inadvertence or oversight, negligently, or through misdescription or fraud, and the Bank may debit any Account with any amount paid out pursuant to the receipt of such instructions.
- d) The Customer shall indemnify and hold harmless the Bank, its officers, employees and/or agents, against any loss, cost, damage, expense or liability which they or any of their may incur (direct or indirect) as a result of the Bank or any such officer employee or agent acting upon, delaying or refraining from acting upon instructions of the Customer or purporting to be from the Customer or which the Bank believes to have been issued by or for the Customer.
- e) The Customer agrees and acknowledges that, subject to any express written instructions of the Customer (i) any Authorised Person(s) appointed by the Customer shall be fully empowered to act on behalf of the Customer in all transactions with the Bank and that the Bank may comply with and act on any instructions given by such Authorised Persons) without limitation, (ii) the Authorised Person(s) is / are authorised to arrange with the Bank advances (by way of financing or otherwise) and any other credit, guarantee or other forms of facilities from time to time and to sign and provide such security as may be required by the Bank, (iii) the Authorised Person(s) may order any transfer to his /their personal account or order, or may charge the credit balance of the Account or any part thereof as security for credit facilities granted to such person(s) or third parties, (iv) the Authorised Person(s) may delegate the powers conferred on the Authorised Person(s) or any of them, to others, (v) the Authorised Person may vary amend, or revise any mandate or instruction previously given to the Bank.
- f) The Customer agrees and acknowledges that the Bank's Shariah Advisory Committee may from time to time amend or establish further guidelines for the Bank in respect of the Account(s) and/or recommend subsequent changes, modifications or further requirements relating to the Account(s) and/or these Terms and Conditions. The Customer hereby consents to the compliance by the Bank and the Customer with any such amended or further guidelines and to any subsequent changes, modifications or requirements in relation to the Account(s) and/or these Terms and Conditions relating thereto.

### 3. DEPOSITS, CREDITS AND WITHDRAWALS

- a) The Bank shall be entitled, in its sole discretion, to refuse any instrument or deposit and or limit the amount permitted to be deposited and or return any deposit or any part thereof at any time and from time to time.
- b) No deposits shall be made available to the Customer until the Bank has received cash or its equivalent at the branch where the Account is maintained. Proceeds of deposits are not available until cleared funds are received by the Bank. In accepting items for deposit, the Bank acts as the Customer's collecting agent and assumes no responsibility for realization.
- c) The Bank may, without prior notice to and/or consent of the Customer, reverse any entries in the Account where transfers, remittances, cheques or other instruments previously credited to the Account where cheques or instruments unpaid for their reason. The Bank shall be entitled to retain unpaid cheques or instruments and to exercise all rights in relation thereto, d) If (i) the Bank has exceptionally or erroneously credited the Account; (ii) the Customer has withdrawn funds subsequent to such credit and, (iii) subsequently, the funds are recalled or uncleared, Clause 4 shall apply to any cashline created by the withdrawal of funds.
- e) The Bank shall not be responsible or liable for any act or omission of other banks or third parties (including any other member of the Standard Chartered Group) in any transaction and, in particular, shall not be liable for any delays or losses, charges or expenses which may be incurred. The Customer further acknowledges that it may not

receive the full value of a draft, cheque or telegraphic transfer as a result of the deduction of any applicable fee, charges or other restrictions in respect thereof.

- f) The Bank may convert all foreign currency deposits or transfers to the Account at the Bank's prevailing rate for such currency.
- g) In the event the Bank agrees to accept bills, cheques, drafts or instruments drawn on banks outside the Bangladesh (the "Foreign Instruments") for clearing or collection, the Customer irrevocably and unconditionally acknowledges and agrees as follows:
  - (i) The clearing or collection of foreign instruments is dependent upon the laws and practices of the country or state in which the drawee bank is located;
  - (ii) The Bank may accept foreign instruments for, clearing or collection at its absolute discretion and solely as a facility to the Customer at its request from time to time. The Bank reserves the right to refuse any Foreign Instrument at its discretion or to return any Foreign Instruments at anytime;
  - (iii) The Bank assumes no responsibility for the realization of any Foreign Instrument deposited with it or for the value given by a foreign bank or for any mail or communication delays, loss of mail or courier, operating errors, clearing system delays or losses or for any charge, expense or loss, howsoever caused; and
  - (iv) In certain countries, the clearing of cheques may be with recourse and, even when funds have been made available, the drawee bank may return the cheque or recall the funds subsequently.
- h) The Bank may, without prior notice to the Customer, reverse any entry made in error and accepts no responsibility for, or liability in respect of, any loss or damage arising out of or relating to such operating errors. In the event the Customer discovers any such error, the Customer shall immediately notify the Bank in writing of such error.
- i) Withdrawals from the Account shall be subject to such notice or restrictions as may be applicable from time to time.
- j) The Bank may, in its sole discretion, accept instructions allowing a third party to withdraw funds from the Account, but only if such instructions are in a form acceptable to the Bank and on the condition that the Customer shall indemnify the Bank as herein provided or otherwise as required by the Bank.
- k) The Bank shall have the right to refuse to honour any cheque, instrument or instruction if the signature thereon or any entry, alteration or endorsement thereon is not acceptable to the Bank or if the funds in the Account are insufficient therefor. However, if the Bank, in its sole discretion, allows a cashline, the provisions of Clause 4 shall apply.
- l) The Bank shall have the right to freeze or suspend operation of the Account and to refuse any and all deposits, credits and withdrawals if the Customer is in breach of any of these Terms and Conditions or if (i) any instructions given to the Bank are ambiguous, conflicting or not acceptable to the Bank; (ii) if the Bank suspects that, there may be any illegality in any transactions (including, without limitation any breach of Bangladesh Bank regulations relating to money laundering); or (iii) if the Bank requires any further instructions, information or documentation, in form and content satisfactory to the Bank.
- m) While the Bank acknowledges that the funds deposited are at the disposal of the Customer, the Bank may, at its sole discretion, use the funds in a Shariah compliant manner in accordance with the guidelines/advice issued by the Bank's Shariah Advisory Committee. Furthermore, the Customer, acknowledges, agrees and understands that the Customer has no right to demand any profits generated through the funds under any of the Accounts, unless agreed otherwise with the Bank.

#### 4. CASHLINE AND MINIMUM BALANCES

- a) Accounts may not be overdrawn without the prior consent of the Bank. In the event that an Account is overdrawn, all amounts overdrawn will be immediately payable upon demand by the Bank. At the request of the Customer, the Bank may at its sole discretion provide a cashline facility to the Customer. In the event that an Account is in cashline at any time without such authorisation, the Customer shall immediately deposit into such Account sufficient funds to bring the Account into a credit balance. The Bank may charge a fixed processing fee each time the account is overdrawn, which such fee shall be fixed regardless of the amount overdrawn and the duration for which the Account remains overdrawn.
- b) In the case of Mudaraba Savings Account the Customer must maintain a minimum balance as is fixed by the Bank from time to time.

#### 5. 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.

#### 6. CURRENT ACCOUNTS

- (a) The Bank shall be irrevocably authorised to honour and debit to the Current Account all cheques and instruments drawn by the Customer on the Current Account.
- (b) The Customer hereby agrees and undertakes: (i) to protect the chequebook issued by the Bank, and the Customer hereby irrevocably agrees that it assumes full and absolute responsibility and liability in respect of the issuance and use of any cheques and shall be responsible in all cases arising out of theft of the chequebook or the misuse thereof or of any of the cheques contained therein, including forgery, regardless of whether the aforementioned misuse was committed by any employee(s) of the Customer or by any other person, and the Customer shall sustain all the consequences of the default and indemnify and hold the Bank harmless in all respect;
  - (ii) to use only the cheques supplied by the Bank; and
  - (iii) to indemnify the Bank in respect of the Bank's acceptance of any stop payment order.
- (c) The Bank may at its discretion and without assigning any reason, and without incurring any liability whatsoever for doing so, refuse to honour any cheques, draft or written instructions signed by the Customer. If the Bank, however, does honour and pay such cheque, draft or written instruction, the Customer shall assume full responsibility and liability in respect thereof.

#### 7. MUDARABA SAVINGS AND TERM ACCOUNTS

- a) The Customer may, at any time in accordance with these Terms and Conditions, place funds (the "Mudaraba Funds") to the credit of a Mudaraba Account, which shall be managed and invested by the Bank in Islamic Shariah compliant business. The Mudaraba Funds shall be invested by the Bank, as the manager (Mudari) of the Mudaraba, on the basis of either the Murabaha, Musharakah, Ijarah, Istisna or any other modes of Islamic Shariah compliant financing as approved by the Bank's Shariah Advisory Committee (the "Mudaraba Assets"). It is clarified that any investment of the deposits made pursuant to the discretion given by the Customer to the Bank shall be solely at the risk and cost of the Customer. The Customer expressly waives its right to lodge a claim against the Bank for any loss incurred pursuant to investment made as per instructions given to the Bank in this regard by the Customer himself, save any loss caused by the Bank due to its negligence or misconduct.
- b) The Accounts will be distributed in various Categories. A group of Customers having same maturity classification for their Mudaraba Account for a given currency would form a particular Category (the "Category").
- c) The income earned from the investment of Mudaraba Assets (the "Mudaraba Profits") shall be allocated between the Bank and the Customer at the end of the period for which Mudaraba Profits are being calculated (the "Profit Allocation Period"), as follows:
  - (i) In consideration of the services provided by the Bank hereunder, the Bank shall be entitled to a pre determined proportion of the income from the Mudaraba Assets which has accrued during the relevant Profit Allocation Period as its management compensation (the 'Manager's Profit Share'); (ii) The remaining Mudaraba Profit, after deduction of the Manager's Profit Share (the 'Profit Amount1), shall be allocated amongst the Customers at the end of each Profit Allocation Period by reference to the weightages (the "Profit Weightages1) determined by the Bank in respect of each Category at the commencement of each Profit Allocation Period and the average balance maintained by the Customer in its Mudaraba Account during the Profit Allocation Period saturated on the daily product basis. The Customer's share of the profit will be determined in accordance with the rate per annum (the 'Profit Rate') applicable to the relevant Category to which the Customer belongs. (iii) The Manager's Profit Share and the Profit Weightages applicable to each Category shall be declared by the Bank at the beginning of the Profit Allocation Period. (iv) The updated and prevailing Manager's Profit Share and Profit Weightages applicable to each Category will be available at the Bank's website displayed in the Bank's branches, may be obtained from the Bank from time to time and/or shall be communicated to the Customer in any other mode, whether electronic or otherwise, in accordance with the Bank's prevailing practices. (v) The Bank reserves the right to vary the Manager's Profit Share and/or the Profit Weightage from time to time in accordance with the prevailing regulations and/or directives applicable to it, such variation shall be deemed to be effective at the beginning of the Profit Allocation Period immediately succeeding such variation. The Customer shall be deemed to have accepted such variation if the Bank does not receive any notice to the contrary within 7 days from the issuance of such notice. If the Customer disagrees to such variation or any other variation as may be made by the Bank as indicated elsewhere in these Terms and Conditions, he may, within 7 days from the date of the Bank's notification, inform the Bank in writing, upon which this Agreement shall be terminated and: 1. In the case of a Mudaraba Account (other than a Mudaraba Term Account), the Customer shall be entitled to withdraw the entire amount of the Mudaraba Funds; and 2. In the case of a Mudaraba Term Account, the withdrawal of the Mudaraba Funds shall be in accordance with the provisions of Clauses 6(i) to (iv) below. (vi) The Profit Amount payable by the Bank to the Customer shall be paid to the Customer in accordance with the terms agreed in the account opening form or as otherwise advised by the Bank from time to time.
- d) In Mudaraba Term Account, the Customer may withdraw the Mudaraba Funds prior to completion of original term of the Mudaraba Term Account as indicated in the Account opening form (the "Mudaraba Term Period"). For avoidance of doubt the term Mudaraba Term Period can be of various tenures as offered in the account opening form. In such cases: (i) The Customer shall give seven days advance written notice of such withdrawal to the Bank; (ii) only the whole (and not part of) the Mudaraba Funds may be withdrawn; (iii) If the date on which the withdrawal is effected (the "Withdrawal Date1) occurs within 3 months from the date the Mudaraba Funds were deposited in the Mudaraba Term Account (the "Deposit Date1), the Customer shall not be entitled to any profit for the relevant Profit Allocation Period; and (iv) In all other cases, the Customer shall be entitled to profit calculated by reference to the relevant Profit Rate applicable to the last completed tenure of Mudaraba Term Period (as offered by the Bank) preceding the Withdrawal Date ('Revised Profit Rate). Such Revised Profit Rate shall be applied to each completed month elapsed from the Deposit Date up to the Withdrawal-Date.
- e) The Customer acknowledges that nothing in these Terms and Conditions shall be construed as being a warranty or a representation by the Bank of any guaranteed profits in respect of the Mudaraba Funds. The Customer is aware that all deposits in the Mudaraba Account (including the original Mudaraba Funds) are exposed to potential losses arising out of a loss incurred in respect of Mudaraba Assets and that such losses may even affect the principal amount of the funds deposited by the Customers in the Mudaraba Account.
- f) Any losses incurred on the Mudaraba Funds during a Profit Allocation Period shall be borne solely by the Customer. If, however, the Bank has also invested a certain sum in the Mudaraba Assets then such losses shall be shared between the Customer and the Bank proportionately in accordance with the respective amounts invested by the Customer and the Bank in the Mudaraba Assets. In the event that such losses occur during a Profit Allocation Period, the Bank shall not be entitled to the Manager's Profit Share in respect of the relevant Profit Allocation Period.

#### 8. NOTICES

- a) Save as otherwise provided in these Terms, any demander communication made by the Customer under these Terms shall be in writing and made at the address given by the Customer (or such other address as shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on the customer 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.

## 9. LIABILITY AND INDEMNITY

- a) The Customer shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of these terms and conditions on the part of the Customer and/or a third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out of or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.
- b) Communications indemnity: (i) Customer shall promptly indemnify Bank against any cost, loss or liability incurred by Bank (acting in good faith) as a result of acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised. (ii) Customer verifies that each person Customer has identified to Bank as authorised representatives are duly authorised to give or send instructions and other communications by telephone or facsimile transmission.

## 10. MISCELLANEOUS/OTHERS

- a) The Bank reserves to itself the right to close without prior notice any Account, which in its opinion is not satisfactorily conducted, or for any other reasons whatsoever which the Bank shall not be obliged to disclose to the depositor.
- b) Bank may transfer any or all the Accounts of depositor at its sole discretion to any of its branch and close, earmark, freeze, suspend dealings any or all the Accounts of depositor at its sole discretion without assigning any reason thereof or under any law or practice or at the instance of the Govt, administrative order or otherwise without prior notice to the depositor and without being incurring any risk, responsibility or liability for any breach of trust, obligation or duty on its part.
- c) Upon closing of an Account either by the depositor or by the Bank, the unused cheques shall become property of the Bank and the depositor shall forth return them to the Bank.
- d) The Bank shall take care to see that the credit/ debit entries are correctly reflected in the Accounts, but in case of any error, the Bank shall be within its right to make corrective adjusting entries without notice to the depositor and recover any amount due from the depositor. The Bank shall not be liable for damages. Loss etc consequent upon such error, suits, proceeding, costs, claims, demands charges,
- e) Any change in address shall be communicated immediately to the Bank. The Post office and any other agents of delivery shall be considered to be the agents of constituents for all deliveries of letters, negotiable instruments, remittances etc and the depositor understands that the Bank will not assume any responsibility for any mishandling, incorrect delivery, delayed delivery, non delivery, impairment, deterioration, damage, reduction, misappropriation, embezzlement, loss and theft, any negligence and mistake whatsoever committed by employee(s), authorised representatives, agents of Bangladesh Post, Courier or any other agent of delivery in performing their services, duties, functions, responsibilities thereof and including transmission of letters, documents, negotiable instruments, remittances etc including any shortage of cheque leaves of cheque book sent by post at the depositor's request. Post, Courier or any other agent of delivery in performing their services, duties, functions, responsibilities thereof and including transmission of letters, documents, negotiable instruments, remittances etc including any shortage of cheque leaves of cheque book sent by post at the depositor's request.
- f) The Accounts in all respects shall be governed by the laws of Bangladesh and the Shariah Law and/ or rules and policies, guidelines time to time framed by the Shariah Advisory committee of the Bank and any complaint or claim against the Bank must be lodged in Bangladesh and with the concerned branch.
- g) Subject to the regulations of the Bangladesh Bank and/ or rules and policies, guidelines time to time framed by the Shariah Advisory committee of the Bank, the Bank may prescribe minimum balance requirement for opening and/ or maintaining Accounts).
- h) The Bank is authorised to release the depositor's name and Account number to the printers for the purpose of cheque book printing or to sub contractor. The Bank is permitted to disclose information in relation to any Account to any relevant authority, if required by law or to a credit Bureau or Agency.
- i) The Bank shall not be liable for unavailability of funds credited to the Accounts due to restrictions on convertibility or transferability or payment of funds, requisitions, involuntary transfer, acts of war, civil strike or other causes beyond the control of the Bank. Neither the Principal office nor any branch concerned shall be liable for any consequence thereof, if due to any action or restriction imposed by the Govt, of Bangladesh or central Bank of the country or any other legal entity or authority, the branch concerned is either unable to make payment to the depositor in the currency of the Accounts or to transfer such funds to such funds in such currency. The depositor shall be responsible for all such risks and any associated costs and expenses howsoever arising (including without limitation, those arising from any international or domestic, legal or regulatory restrictions) in respect of any such Accounts. The depositor hereby irrevocably and unconditionally agrees that the Bank's determination whether it is or is not able, given the prevailing applicable law and regulations, to make any payment from or permit any withdrawal or transfer from any Accounts shall be final and binding and shall not be questioned.
- j) The Bank shall not be responsible and liable to depositors in any manner for any diminution, depreciation, impairment, reduction, non convertibility, non transferability, loss and unavailability of the funds in any other Account(s) due to taxes, ceases, duties seizure, confiscation, devaluation, fluctuation in exchange rates and any other act beyond the control of the Bank.
- k) The depositor shall not hold the Bank liable and responsible and shall not claim against it anything in any manner, if any of the instructions of the depositor are not complied with or any delay takes place in complying with these instructions for any reason whatsoever.
- l) The depositor hereby waives its right to any and all claims it may have against the Bank pursuant to the Account(s), services availed from time to time on these terms and that may arise at any time from or in connection with the bank's acts, omissions under or related to these terms and procedures unless such claim is based on fraud or willful misconduct of the bank. The Bank's interpretation of these terms shall be final and binding on the depositor. The depositor has signed the application Form as a token of acceptance of Bank's terms and conditions and has read and understood the terms prior to such signing.

- m) The deposit shall be governed by these terms and the Bank reserves its right to unilaterally modify, amend, after, vary supplement at its sole discretion these terms and conditions from time to time and that shall be binding upon the depositor, its legal heirs, successors in interest and assigns with respect to the Account specified in Account opening Form and or any other Account that may be opened by the depositor from time to time. The Customer shall be deemed to have accepted such changes if the Bank does not receive any notice to the contrary from the Customer within 30 days from the issuance of such notice. In order to inform such changes the Bank shall try its best to intimate the changes through notice board of Islamic Bank's branches and /or website of the Bank.
- n) Notwithstanding anything contained herein above, the customer / depositor shall irrevocably and unconditionally agree and undertake at all times to comply, fulfill, abide by and be bound and governed by all the terms and conditions of the Bank as well as such other terms and conditions which have been prescribed as per directives of Bangladesh Bank and as per laws of Bangladesh in all respects and circumstances.

## 11. CUSTOMER ACKNOWLEDGMENT REGARDING PAYMENT OF ZAKAT

The Customer hereby acknowledges that he or she shall be solely responsible for paying any Zakat due on the balance in the Account.

## 12. JOINT ACCOUNTS

- (a) If the Account is opened in the name of one or more Customers (the "Joint Customers"), this Clause 8 shall constitute an agreement between the Joint Customers, Jointly and severally, as well as between the Joint Customers and the Bank and shall be applicable in addition to the other provisions of these Terms and Conditions.
- (b) Instructions in respect of a joint Account (the "Joint Account") may be given by such of the Customers as are specified in the account opening form (including withdrawal in favour of the signatory thereof and the allocation of the credit balance in the case of the demise of a Customer) and the Joint Customers hereby accept and ratify all actions carried out by the Bank pursuant to such instructions.
- (c) Any debit balance arising on the Account for any reason (and any other liability that may be incurred) will be the joint and several responsibility of all the Joint Customers. Any such liability will not be discharged or otherwise affected by the death or incapacity of any one or more of the Joint Customers.
- (d) The Bank shall be authorised to accept for deposit or credit to the Account any cheque, instrument, transfer or payment order in the name of one or more of the Joint Customers.
- (e) The Joint Customers expressly agree and consent that the Bank has and shall have the right, in its discretion and without notice to any of the Joint Customers, to assert a lien on the Joint Account and apply all credit balance or any part thereof in setting off any (actual, contingent, matured or unmatured) sums that may be owing to the Bank from any or all of the Joint Customers and to set off the amount of such indebtedness to the balance of the Account.
- (f) The Bank may continue to rely upon the information provided in the account opening form until it is notified to the contrary by any one or more of the Joint Customers and, if it deems necessary, has been able to advise everyone whom it considers to be affected by it.
- (g) The Joint Customers acknowledge that the Authorised Person or signatory to the Account may order any transfer of the credit balance of Account or any part thereof to his own personal account or order, and may charge the credit balance of this Account or any part thereof as security for credit facilities granted to such person or to third parties.
- (h) Notwithstanding the provisions of Clause 11 (c), in the event of the demise of a Customer: (i) The Bank shall be entitled to assume that the deceased Customer's portion in the credit balance of the Account is proportionate to the number of Customers operating such Joint Account (the "Customer's Portion") and shall distribute the Customer's Portion in accordance with such valid instructions received by the Bank by such persons authorised by the laws of succession for the time being applicable in Bangladesh; and (ii) The surviving Customers shall not be entitled to utilise the deceased Customer's Portion, unless the deceased Customer, prior to death, had made provisions otherwise under Clause 12 (b).

## 13. FOREIGN CURRENCY ACCOUNT

- (a) the Bank otherwise agrees, withdrawals from an Account denominated in a foreign currency may only be made by the Bank's drafts, cheques or telegraphic transfers.
- (b) The Account is payable solely at the branch of the Bank at which the Account is established.

## 14. BANKING INSTRUCTIONS BY PHONE (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 the all actions losses and liabilities however arising in consequences of or in any way related to: (i) The Bank having acted in good faith in accordance with my written telephone, facsimiles or telex instruction(s), notwithstanding that such instructions(s) as above may have been initiated or transmitted in error or fraudulently altered, misstated 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 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 to the Bank within such period as the Bank may specify.

## 15. 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 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 instruction(s) according to mandate.

## 16. 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 account holder, 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;

## 17. 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.

## 18. CARDS AND OTHER SERVICES (PERSONAL ACCOUNTS)

- (a) In the event the Bank issues an Automated Teller Machine (ATM) or debit card (the "Card") the following terms and conditions shall apply to the use of the Card, in addition to any specific terms which will be separately notified: (i) The Card is issued at the discretion of the Bank and will at all times remain the property of the Bank. The Customer shall surrender the Card upon closure of the Account or upon demand by the Bank. A card must be signed immediately on receipt unless otherwise not required by us. (ii) The Bank may, from time to time, amend the nature and scope of the services provided in relation to the Card and may discontinue any services at any time. (iii) The Customer shall keep the personal identification number (the "PIN") confidential at all times. Any use of the Card or PIN shall be deemed to have been made by the Customer. The Customer will immediately notify the Bank in the event of loss or theft of the Card or of an unauthorised acquisition of the PIN. The Customer shall remain responsible for all Card transactions, effected by use of the Card, Card number or PIN until such time as the Bank confirms that it has received notice of loss or theft from the Customer. (iv) The Bank's records of all Card transactions shall be conclusive and binding on the Customer. The amount stated on any ATM screen or printed receipt or slip should not be conclusive of the state of the Account with the Bank. (v) The Customer acknowledges that all deposit envelopes paid into any ATM machine or otherwise delivered to the Bank will be opened in the presence of two Bank staff members. The slip issued by the ATM machine will state the figure typed by the Customer and is not conclusive. The Bank's record of the amount received by the Bank shall be considered correct and will be deemed to be the amount deposited. Cash deposited will be credited to the Account, the working day following the date of the deposit. Any cheques deposited shall be subject to realisation of proceeds as provided herein. (vi) The Bank shall not be liable if the Card is not honoured or accepted in any manner or if there is any mechanical defect in or malfunction of or insufficiency of funds in the ATM. (vii) Without prejudice to any of the Clauses, the Bank shall debit the customer's account with the amount of any withdrawal / transfer, payment of telephone, water, electricity bills / payment for goods and services at point of sale (POS) terminals and all such payments as effected by the use of the debit Card, along with the related bank charges.
- (b) In the event the Bank provides utility bill payment facilities to the Customer (whether by Card, telephone, electronic or internet banking services or otherwise) the following terms and conditions shall apply, in addition to any specific terms which may be separately notified; (i) The Bank may at any times at its discretion, suspend, cancel or vary any utility bill payment facilities. (ii) The Customer acknowledges that the Bank will act as an intermediary in transferring funds from the Account. The Bank shall not be responsible for and shall not be a party to any dispute or inquiry regarding the correctness of the utility bill, any payment or service.
- (iii) The Customer expressly acknowledges that the payment of utility bills through the Bank will take at least three (3) working days to clear and, therefore, the Customer shall be responsible for ensuring payment is made in a timely manner. The Bank will not be responsible for any suspension or disconnection of any utility services, whether due to insufficient or delayed payment or otherwise.
- (c) The Customer acknowledges that the Card and other services referred to herein are provided by the Bank at the Customer's request. The Customer acknowledges and assumes all risks associated with the use of the Card, ATM, PIN and other services

provided hereunder and waives, releases and discharges the Bank from any all claims obligations or rights that the Customer has or may have against the Bank in relation or arising out of such services. The Customer will indemnify the Bank and keep it indemnified, for any loss, damage, costs (including legal costs), claims or demands (i) Arising in connection with the use, loss or theft of any Card or PIN issued to the Customer or (ii) arising as a result of any fraudulent or unauthorised act of any person or (iii) howsoever arising in relation to the services provided by the Bank.

## 19. BANK CHARGES AND FEES

The Bank may debit the Account and the Customer will on demand pay the Bank's charges and fees for the operation of the Account and other facilities and services provided to the Customer by the Bank. The Bank is entitled to amend, at any time without prior notice, its charges, commissions or fees.

## 20. RIGHT OF LIEN AND SET OFF

The Bank may, at any time assert a lien (with or without the consent of the Customer) over any money, shares, securities, documents or other assets and property of whatever nature which are held in the Customer's name in any Account and/or at any branch of the Bank. The Bank may at any time, apply all or part of the money, shares, securities, documents or other assets and property of whatever nature which are held in the Customer's name in any Account and/or at any branch of the Bank (including, if applicable, before the maturity of a fixed deposit) towards any indebtedness, howsoever incurred and whether actual or contingent, of the Customer to the Bank (or if the Account is a Joint Account, any such indebtedness of any of the Joint Customers to the Bank, whether several or joint or otherwise) and whether in the same currency as the Account or not. The Bank may effect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency of the Customer's obligations or at the Bank's own prevailing rate of exchange displayed at the Bank's counters, as the Bank may select at its absolute discretion. All costs, other than profit, incurred by the Bank in respect of the exercise of the said right of lien and set off shall be for the account of the Customer and payable on demand.

## 21. 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.

## 22. 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.

## 23. 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 24, 25 and 28 (e) 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.

## 24. 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.

## 25. 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.

## 26. CLOSURES OR TRANSFER ACCOUNT

- The Bank shall have the right at any time in its discretion to close any Account and to request Immediate settlement thereof (and the return of any unused cheques) without giving any reason whatsoever and without incurring any liability in so doing. In such event, the Bank may mail to the Customer a cheque for the balance in the currency of the Account.
- Without prejudice to the Bank's aforesaid right, the Bank shall be entitled to close the Account without notice to the Customer if the Customer issues any cheques with insufficient funds in the Account.
- The Customer consents and agrees that the account may be transferred (whether by assignment, novation or otherwise) by the Bank to a third party ("Assignee") upon not less than thirty (30) days prior written notice to the Customer. During the said notice period, the Customer may approach the Bank to close the Account in accordance with and subject to these Terms and Conditions. Upon such transfer, the Assignee shall assume all the Bank's rights and obligations vis a vis the Customer, the Account and all ancillary matters, including with regard to any liability of the Customer or any collateral security for any liability of the Customer.
- 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.

- On closure of the Account, any unused cheques relating to the Account must be returned by the Customer to the Bank.

## 27. STATEMENT OF ACCOUNT

- The Bank shall provide to the Customer periodic statements of account or as may otherwise be agreed.
- (i) In the case of non receipt of a statement of account, the Customer shall notify the Bank of such non receipt within thirty (30) days of the end of the period to which the statement of account relates. (ii) In the case of discrepancy in any entry or balance shown in a statement of account, the Customer shall notify the Bank of such discrepancy within thirty (30) days of the date of the statement.
- The Customer shall be deemed to have received the statement of account and have irrevocably consented to the correctness of the entries and balance shown therein and the Customer waives any right to challenge the transactions, entries or other dealings on the Account unless: (i) In the case of non receipt of the statement of account, the Customer has notified the Bank within thirty (30) days of the end of the period to which the statement of account relates; and (ii) In the case of discrepancies in any entry or the balance shown in the statement of account, the Customer has notified the Bank within thirty (30) days of the date of the statement and such notification has been agreed and accepted by the Bank
- 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.

## 28. BANK'S BOOKS & RECORDS, CUSTOMER INFORMATION

- The Bank's books, records and accounts shall be conclusive and binding. Any certificate, printout or statement of account issued by the Bank shall be final and conclusive evidences against the Customer of the correctness thereof in any legal proceedings or otherwise.
- The Customer acknowledges and accepts that telephone calls by or to the Bank may be recorded for the protection of the interest of the Customer and the Bank.
- The Customer acknowledges and agrees that the Bank may maintain, transfer, process and store its data, information and records in electronic form, on microfilm or other methods (including in processing centres and databases outside of Bangladesh) and further agrees that the messages, cables, telexes facsimiles, microfilms, tapes computer printouts and photocopies, which may be exhibited by the Bank as an extract from its files, books, records or accounts shall constitute conclusive evidence of the genuineness of the contents thereof.
- The Customer acknowledges and agrees the Bank may utilise the services of third party contractors and that any such third party may have access to the Bank's books and records including information regarding the Customer and the Account.
- 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/takaful 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.

## 29. WITHHOLDING PAYMENT

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

## 30. FORCE MAJEURE

The obligation to pay any amounts deposited with the Bank is limited to payment by the branch at which the Account is maintained, the Bank shall not be liable for its

Inability to pay from such branch due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strike or other similar causes beyond the Bank's control. In such event no other office, branch, subsidiary or affiliate of the Bank shall be responsible or liable to the Customer.

### 31. NOTICES TO THE CUSTOMER

Any notice or communication posted to the Customer at the address stated in the account opening form shall be deemed to have been duly received by the Customer seven days after the date of posting of the same. The Bank shall not be liable for any delay or loss of mail. Notification of any change of address of the Customer shall not be binding on the Bank until the Bank's records have been amended.

### 32. WAIVER

The failure of the Bank to require strict compliance of these Terms and Conditions shall not be construed as a waiver by the Bank of its right hereunder.

### 33. ISLAMIC SHARIAH

The Customer acknowledges and agrees that these Terms and Conditions shall be subject to the provisions of the Noble Islamic Shariah as applied and interpreted by the Bank's Shariah Supervisory Committee from time to time.

### 34. 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 website at [www.sc.com/bd](http://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 I so choose. I agree that the risk of non-receipt and/or nondisclosure of the Security Codes to any 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.

### 35. 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 and certified conclusively (for all purposes) the correctness of the relevant statement of account.

### 36. 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.

### 37. 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 authorised 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 Services 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.

### 38. GOVERNING LAW & JURISDICTION

- (a) These Terms and Conditions shall be governed by the laws and regulations of the Bangladesh and the Customer submits to the non exclusive jurisdiction of the Courts of Bangladesh in which the branch at which the Account is maintained, is located. The Bank shall be entitled to institute proceedings in any one or more jurisdictions in which the Customer is domiciled, or possesses assets, or conducts business. To the Courts of Bangladesh in which the branch of the Bank at which the Account is \* maintained is located, shall have sole jurisdiction to deal with any claim against the Bank. I/We do hereby declare that I have read the contents of the terms and conditions or the

contents of the terms and conditions mentioned in the book let enclosed forming a part of the account opening form are read over to me/us and knowing fully the implications thereof we agree and undertake to comply with terms and conditions therein. The terms and Conditions mentioned in the account opening form and also the accompanying book let are binding on me/us and I/we shall be liable to pay all compensation/losses, if any incurred by the Bank in case of my/our default.

### 39. PRE ARRANGED SERVICE

- a) I, as a Priority customer, subject to the applicable Priority Banking service conditions, may request the Bank in writing to pre arrange the issue of a) Drafts/Pay Orders / Demand drafts b) Travelers Cheques and Foreign Currency Notes c) Account Statements b) Cheque Books e) Balance Confirmation Certificates f) Solvency Certificates or any item(s) designated by the Bank from time to time.
- b) 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.
- c) Where any of the above accounts are opened by more than one person or where Priority banking facilities are made available to more than one person, any such one person shall be entitled to give any such oral instruction and the Bank shall be entitled to rely upon such instructions.  
I shall release the Bank from and indemnify and hold the Bank harmless from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequences of or in any way related to the "Pre arranged Services".

### 40. DOCUMENT PROTECTION SERVICES

- a) Subject to the applicable Priority banking service conditions. I, as a Priority Customer, may request the Bank through my written instruction to keep records of my a) Passport number b) insurance/takaful policy number c) Driving license number d) TVNCR license number(s) or the option of any other item suggested by the Bank, from time to time so that in case of loss or theft of such items/documents the Bank may serve as a source of reference.
- b) 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.
- c) Where any of the above accounts are opened by more than one person or where Priority banking facilities are made available to more than one person, any such one person shall be entitled to give any such instructions and the Bank shall be entitled to rely upon such instructions.  
I shall release the Bank from and indemnify and hold the Bank harmless from and against all actions, suits, proceedings, costs, claims, demands, charges expenses, losses and liabilities however arising in consequences of or in any way related to the "Document Protection Services".

### 41. PRIVILEGED DISCOUNT ARRANGEMENT

- a) Subject to the applicable Priority banking service conditions, I, as a Priority Customer, may enjoy discounts on the production of my Priority Card (which is also a Moneylink Card) at selected outlets subject to the validity of the Priority Card produced by me or subject to the production of evidence of identification, satisfactory to the vendor.
- b) The Terms and Conditions of the discount arrangement may vary from time to time depending on the agreement between the Bank and vendor. I understand that neither the Bank nor the vendor is liable to notify me regarding such changes.
- c) I shall release the Bank (and any third party service provider) harmless from and against all action, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequences of or in any way related to the unavailability of the proposed discount arrangement at any point of time for any reason whatsoever.

### 42. FEES

- a) I shall pay the Bank such annual fees and charges in respect of Priority banking as the Bank may in its absolute discretion from time to time specify. If my average aggregate daily credit balance with the Bank as determined by the Bank in its absolute discretion should fall below any such amount as the Bank may from time to time determine, I shall be obliged to pay the Bank a periodic maintenance fee of such amount as the Bank may, in its absolute discretion determine.
- b) The Bank shall be entitled to debit any fee(s) or other charge(s) payable by me under this condition from any of my account with the Bank.
- c) Without prejudice to any other right of the Bank, if there are insufficient funds standing to the credit of my accounts with the Bank to cover fees or other charges payable, the Bank shall at any time thereafter be entitled to terminate or suspend "Priority Banking Membership" and the services associated with Priority banking or any one of them as it may in its absolute discretion determine.)

### 43. TERMINATION OF PRIORITY BANKING PRIVILEGES

I may at any time terminate any or all the Priority Banking facilities made available to me by the Bank by giving prior written notice to the Bank, provided that such termination will only be effective if the Bank has confirmed to me that it has received such notice of termination.

The Bank may at any time and at its absolute discretion cancel any or all of the Priority Banking facilities made available to me with or without notice to me and without assigning any reason for any such cancellation.

All Priority Banking facilities shall be deemed to have been terminated or cancelled forthwith upon my death or bankruptcy.

Immediately upon termination or cancellation of all Priority Banking facilities, whether by the Bank or me. I will cut my Priority Card into half and return it to the Bank together with any cheque book(s) and other unutilized material from the Bank by Mail / Fax/ Messenger Kit.

Upon the termination or cancellation of Priority Banking facilities, whether by the Bank or me, the Bank will pay to me or hold to my order any net credit balance remaining (as determined by the Bank) after processing all my relevant Priority Banking transactions entered in to before such termination or cancellation and after the Bank shall have deducted all its fees and charges, provided that, after such processing, if there shall be any debit balance on any of my account(s), all profit Bank charges and other amounts relating thereto shall become immediately due and payable by me.

## SAADIQ CREDIT CARD TERMS & CONDITIONS

### INTRODUCTION

It is important that you read and understand the following Terms and Conditions governing the use of Standard Chartered Islamic 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 unauthorised transaction on your Standard Chartered 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 Islamic card is conditional upon the truthful completion of Banks Islamic 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. **"Annual Fee"** means the fixed fees which are payable by the Cardholder to the Bank on an annual basis in consideration, of allowing continued usage of the Card. Such fee shall be determined by the Bank at its sole discretion from time to time.
- ii. **"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.
- iii. **"Bank"** means Standard Chartered Bank and includes its successors and assignees.
- iv. **"Standard Chartered Group"** means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).
- v. **"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
- vi. **"Card Account"** means the account opened by the Cardholder with the Bank for the purpose, of entering all credits and debits received or incurred under the Cards by the Primary Cardholder and the Supplementary Cardholder (if any) under the Terms and Conditions of this agreement.
- vii. **"Card"** means, as appropriate, a MasterCard or VISA card issued by the Bank to the Cardholder and includes primary and supplementary cards (whether now, renewed or replaced).
- viii. **"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 Secondary Supplementary Cardholder.
- ix. **"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 recognised or made by the Cardholder, regardless of whether sales slip or cash advance or other voucher or form is signed by the Cardholder.
- X. **"Cash Advance"** means any amount obtained by the use of the Card, the Card number or the PIN or in any manner recognised by the Cardholder from the bank or any other bank or financial institution for debit to the Card Account.
- xi. **"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, the Annual Fee, the Maintenance Fee, all Card Transactions, fees, Charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Current Balance.
- xii. **"Credit Limit"** means the maximum debit balance (both aggregate and individual) 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 and includes any outstanding balance in Service Account.
- xiii. **"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.
- xiv. **"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.
- xv. **"Domestic Transaction"** means any card transaction made within the territorial Jurisdiction of Bangladesh and in Take.
- xvi. **"Electronic Banking Terminal"** means any recognised 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 recognised terminal or device connected to Standard Chartered electronic banking system from time to time.
- xvii. **"International Transaction"** means any Card Transaction made outside the territorial jurisdiction of Bangladesh while traveling and in any other lawful currency except Taka.
- xviii. **"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.
- xix. **"Minimum Amount Due"** is 1% of the principal outstanding and full amount of any fees, charges, and instalment amounts (where applicable), subject to a minimum of Tk.500 or such other amount as determined by the Bank from time to time. Payment of Minimum Amount Due by the Payment Due Date will help avoid any late payment charges.
- xx. **"Maintenance Fee"** is the monthly maintenance fee prescribed by the Bank from time to time and arising from the continued usage of the Card and the benefits and privileges relating thereto. Such fee is payable by the Cardholder every month. The bank will have right to waive the maintenance fee at its sole discretion. The fee will only be charged, and appear in the card statement, in the month the bank decide not to waive the maintenance fee.
- xxi. **"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.
- xxii. **"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.
- xxiii. **"Primary Card"** means the Card which is issued in the name of the Primary Cardholder.
- xxiv. **"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.
- xxv. **"SAARC Countries"** means the countries who are members of South Asian Association for Regional Co-operation and currently- Bangladesh, India, Pakistan, Sri-Lanka, Maldives, Bhutan, Nepal, Afghanistan and Myanmar.
- xxvi. **"Non-SAARC Countries"** All other countries of the world excluding SAARC countries.
- xxvii. **"Security"** means the Deposit.
- xxviii. **"Statement of Account"** means the Banks monthly or other periodic statements sent to the Cardholder showing particulars of the Current Balance payable to the Bank.
- xxix. **"Statement Period"** means the monthly or other periodic intervals indicated in the Statement of Account.
- xxx. **"Service Account"** means the non-interest and non-profit bearing account which is maintained by the Bank for the Cardholder, into which any amount of the Current Balance which is due and unpaid after the relevant Payment Due Date, is transferred from the Card Account.
- xxxi. **"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.
- xxxii. **"Supplementary Cardholder"** means the person who has been issued a Supplementary Card. Supplementary Cardholder shall be deemed as an agent of the Primary Cardholder.
- xxxiii. **"Taka"** means the lawful currency of the Government of Peoples' Republic of Bangladesh.
- xxxiv. **"Travel Quota"** means the foreign currency entitlement for Bangladeshi nationals traveling abroad as specified by Bangladesh Bank in Foreign Exchange Guideline.
- xxxv. **"Over-limit Charge"** is a charge levied once per Statement of Account if the Cardholder exceeds his Credit Limit.
- xxxvi. 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.

### 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 on demand by the Bank or its, duly recognised agent in accordance with clause 8 of this Terms and Conditions.
- (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 disclose the PIN to any third party. 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 credit facility finance granted by the Bank subject to the terms and conditions of this Agreement and is available at the sole discretion of the Bank. Cardholder acknowledges that his/her obligation to make payment of the facility is immediate and on demand of the Bank and undertakes to make payment of the facility without any cavil or argument.
- (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 and further undertakes not to enter into purchases or transactions which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit Limit.
  - (vi) The Cardholder exceeds the Credit Limit in contravention of this provision, then the Cardholder must pay the amount exceeding the Credit Limit in full, the Minimum Amount Due and a fixed over limit Charge. For the avoidance of doubt, any outstanding balance in the Service Account shall constitute part of the Credit Limit.
  - (vii) 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 unrecognised transactions.
  - (viii) Certain purchases of goods or services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, are prohibited under the principles of the Islamic Shariah. It is the Cardholder responsibility to ensure that the Card is utilized for Card Transactions which are not contrary, offensive or repugnant to the principles of the Islamic Shariah. Even if the Cardholder uses the Card for making payment of such transaction or the Services the Bank may refuse to honor such transaction. The Bank holds the right to suspend and / or terminate the Credit Card Services in case of any breach in complying with this condition.
  - (ix) All transactions effected in a currency other than Take will be converted from the transaction currency into Take at a rate selected by VISA 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 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.
  - (x) 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.
  - (xi) Balance Transfer Facility can be availed only once in the entire lifetime of the credit card. The cardholder undertakes that the transfer of balance on Islamic Credit Cards is to abide by the principles of Islamic Shariah.
  - (xii) Should the Cardholder be away from Bangladesh for more than a month, the Card Account should be settled 7 days prior to departure.
  - (xiii) If the Cardholder leaves Bangladesh to take Lip 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.
  - (xiv) 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.

### 4. CASH ADVANCE

The Cardholder may obtain Cash Advances up to such amount as determined by the

Bank from time to time at its sole discretion. Such Cash Advance is subject to availability of adequate credit. Unless and unfit the Bank states otherwise the Cardholder may obtain Cash Advances up to 50% of the Credit Limit Cardholder may obtain the Cash Advances 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 Bank will provide a PIN to be used in conjunction with the Card when affecting 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) In the event the Cardholder obtains any Cash Advance, a fixed transaction fee shall be payable on each Cash Advance and charged to the Card Account. Such shag be determined by the Bank from time to time at its sole discretion.

### 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 and the Current Balance described in the Statement of Account which is due in full and payable riot later than the Payment Due Date.
- (iii) The Cardholder may choose not to settle the Current Balance in full, in Which case the Cardholder must pay the Minimum Amount Due no later than the Payment Due Date. If the Current Balance is less than the Minimum Amount Due, then the entire Current Balance shah become 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 of Account's Minimum Amount Due.
- (iv) Any portion of the Current Balance remaining unpaid as at the Payment Due Date, shall, on the working day immediately following each Payment Due Date or at such later time as may be determined by the Bank in its sole discretion, be automatically transferred to the Service Account. The outstanding amount remaining In the Service Account at the end of each applicable Statement Period shall be taken into account in the calculation, and shall form part of the Current Balance payable by the Cardholder in the next subsequent Payment Due Date and shall be reflected in the next Statement of Account accordingly.
- (v) If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a late payment charge will be Moved, calculated on the estimated direct costs which shall be incurred by the Bank as a result of such late payment. Any amounts of the late payment charges which is in excess of the actual direct costs incurred shall be donated to a charitable cause approved by the Bank's Shariah supervisory committee, / Shariah adviser.
- (vi) In consideration of the continued usage of the Card and the benefits and privileges relating thereto, the Cardholder shall, on each Payment Due Date, pay to the Bank a Monthly Maintenance Fee. However, the bank will have right to waive the maintenance fee at its sole discretion. The fee will only be charged, and appear in the monthly credit card statement, in the month the bank decides not to waive the maintenance fee.
- (vii) 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), Maintenance Fees, Annual Fees, other Charges, fees, Cash Advance fees, and other costs shown on any current Statement of Account.
  - b. All legal and other enforcement costs and fees incurred by the Bank in the preservation and maintenance of its rights under these Terms and Conditions and the Security.
  - c. The total previous balance of all unpaid Card Transactions shown on the current Statement of Account.
  - d. All balances of the Service Account.
  - e. The total current balance of all unpaid Card Transactions shown on the current Statement of Account.
  - f. All fees, Cash Advances, Charges and Card Transactions riot yet shown on the current Statement of Account.
- (viii) The Bank shall be entitled at its sole discretion to vary the amount or method of calculation of the Annual Fees, Maintenance Fees, handling charges, additional charges, the specified Minimum Amount Due, and/or late payment charges or any other charges.
- (ix) The Bank reserves the right to introduce new charges subject to prior notice. In the event, the cardholder does not wish to be bound by the changes, then within 7 days, the cardholder should cut the card in half and return both halves to the bank and clause 8 should be operative. The revised Service and Price Guide would be sent across to the card holders one month prior to the application at these charges.
- (x) 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 Bark 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.
- (xi) 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.



- (xii) 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. Upon the occurrence of any of the events mentioned in this clause, the Bank shall be entitled to institute all legal and necessary other action to enforce its right under these Terms and Conditions and the Security in order to recover such sums which are due and unpaid from that Cardholder.
- (xiii) 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.
- (xiv) 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.
- (xv) 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.
- (xvi) The Bank may at any time demand that the Cardholder deposits an undated cheque and/or pledge cash collateral in favor 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 downed to have recognised 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.
- (xvii) 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 Banks 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 organization, 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.

- (xviii) 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 he 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.
- (xix) If the Cardholder is traveling 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.
- (xx) The Bank will credit the Cardholder's Card account with the amount of any refund only upon receipt of a property issued credit voucher from the merchant establishment,
- (xxi) 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.
- (xxii) 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.
- (xxiii) 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.
- (xxiv) "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 payment behaviour/history. Cardholder hereby consents 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 one 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 recognised 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 AND PIN

- (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 add 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 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 recognised by the Cardholder or not.
- (v) The Bank may at its absolute discretion issue a replacement for any lost or stolen Card or a new PIN 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 and all outstanding balances in the Service Account) 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 these Terms and Conditions.
- (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 we for Charges and other liabilities incurred by the Primary Cardholder and other Supplementary Cardholders (if any) after the Bank's receipt of the cut Supplementary Card.
- (iv) In case the card holder does not abide by the Shariah principles valid in the Credit Card Terms & Conditions the Bank may recall all or any Card(s) and terminate its/their use with or without notice to the Cardholder
- (v) 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.
- (vi) 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.

- (vii) 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.
- (viii) The Bank shall not be liable to refund the annual fee or any part thereof in case of the termination of the Card Account.
- (ix) 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, canceled by the Cardholder for 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 slow a Card transaction or refusing to extend or provide Cash Advances up to the Credit Limit & all; Refusal of any Merchant or member institution of Visa/Master Card to honor or accept the Card or for any defeat 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;
- (ii) The malfunction of any ATM or disruption communication systems;
- (iii) 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 (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 honor 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 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 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 9 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 organization, 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 in 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 organization, 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,

- (i) The Bank need not execute any fund transfer instruction if on the date set for affecting the fund transfer;
- (ii) An order of court or any applicable law prohibits the Bank from executing the fund transfer instructions;
- (iii) 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 organization, 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/takaful 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 of 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 carry necessary Cardholder requests for services or application for products with any member of the Standard Chartered Group;
- Anyone to 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 prediction.

## 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 Conditions 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. WITHHOLDING 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 with 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 Take 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 take or any other currency and may do so notwithstanding that the balances on such account(s) and the Cardholder hereby authorises the Bank to offset any such combination, consolidation, set off or transfer with the necessary conversion at the Bank's on-going 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 summon 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 piece and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other Security 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 Cardholder shall be liable for acting in good faith upon the Cardholder instructions.
- (ii) The Cardholder authorises 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 the Bank may monitor and/or record telephone calls between the Cardholder and the 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, costs, expenses, 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/she shall not assign or transfer of no obligations herein to anyone else without prior consent in writing. Any such assignment and transfer without prior consent of the Bank shall be void 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 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.
- (xiii) Any Statement of Account sign by an recognised person of the Bank shall be binding on the Cardholder in any proceedings without any caveat or argument and without need

to provide any voucher.

## 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 authorises 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 in writing or by publication thereof. Such changes shall apply to all unpaid Government tax (if applicable) maintenance fees, 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 Bangladesh and the Cardholder hereby submits irrevocably to the exclusive jurisdiction of the courts of Bangladesh.

## 21. WAIVER OF PROFIT

The parties recognise and agree that the principle of the payment of profit is repugnant to Shariah principles and accordingly, to the extent that Law would, impose whether by contract or by statute any obligation to pay profit, the parties hereby irrevocably, unconditionally and expressly waive and reject any entitlement to recover profit from each other.

## 22. 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.

## 23. ANTI-MONEY LAUNDERING, COUNTER TERRORISM FINANCING, SANCTIONS OR EMBARGOES:

To comply with " 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 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 13, 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 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 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 canceling a transaction. It need not notify the Cardholder until a reasonable time after it is permitted to do so under those laws or 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.

## 24. 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.

## 25. USE OF INFORMATION:

The Bank or any member of the Standard Chartered Group may use Cardholder 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 behavioral 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 accounts 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 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 6<sup>th</sup>, Compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes; for surveillance of premises and ATMs.
- Compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes; for surveillance of premises and ATMs

## 26. SANCTIONS

Standard Chartered is committed to comply with economic, sanctions Riot 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 to are subject to economic sanctions.