Personal Loan Terms and Conditions

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

1. The facility shall be made available for the customer from the date of the Bank's acceptance of this application until such time the Bank, at its sole discretion, and subject to the terms and conditions specified in the Banking Arrangement Letter.

2. The Bank reserves the right to withdraw the facility and demand repayment if there has been any default in repayment of the facility.

3. a) The Bank shall not be obliged to make the facility available until it has received formal written acknowledgement from the customer accepting the facility on the basis outlined and subject to the terms and conditions specified in the Banking Arrangement Letter.

b) Interest rate is floating and can be fixed at the Bank's sole discretion. The customer may get Employee Banking Preferential rate provided salary is credited to the customer's Employee Banking account with the Bank.

4. Prepayment fee will be charged on the outstanding amount as and when decided by the Bank.

5. The acceptance of the terms and conditions of the Banking Arrangement Letter by the customer constitutes a legal and binding obligation and is enforceable in accordance with the terms of this letter.

6. By use of the facility provided by the Bank, the customer accepts the conditions enumerated in the Banking Arrangement Letter and authorizes the Bank to appoint agents to collect funds payable to the Bank, as the Bank may consider necessary. In the due discharge of their duty, information regarding customer’s facility will be supplied to the agents. All charges payable to such agents, to collect amount owed to the Bank, are liable to be at Customer's cost and risk, in addition to all other costs, charges and expenses incurred by the Bank to recover outstanding dues/morries.

7. The Bank is authorized to open and maintain facility account(s) for the purpose of administering and recording payments by the customer in respect of the facility.

8. The loan shall be utilized for the specified purpose for which it has been sanctioned. Payment shall be made directly by the Bank to the creditor or to the customer, as determined by the Bank, depending upon the purpose of the loan.

9. By accepting the facility, the customer agrees not to settle the same fully or partially before payment of 6 Equal Monthly Installments, unless otherwise agreed with the Bank. In case of partial settlement minimum settlement amount shall be at least 25% of the outstanding.

10. All payments required to be made in respect of the facility, shall be made by the customer on the respective due dates and the customer hereby irrevocably authorizes the Bank to debit any of the customer's accounts with the Bank with all amounts owing in respect of the facility, including interest and charges and expenses (together the "Indebtedness"), at any time, such as the time it shall be due and payable and transfer such amount to the loan account for adjustment but in any case the customer shall always remain liable and agree(s) to make payment in full of all such sums to the Bank.

11. The customer unconditionally undertakes to repay the facility as per terms and conditions of the Banking Arrangement Letter.

12. The Bank shall be entitled at any time without the consent of the customer to assign or transfer the whole or any part of its rights or obligations under the loan. The customer agrees that the Bank may withhold, and pay out, from customer's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

13. If the declaration below is signed by more than one person as customer, the liability of each such person there under, and these terms and conditions shall be joint and several.

14. The Bank shall be entitled at any time without the consent of the customer to assign or transfer the whole or any part of its rights or obligations under the loan. The customer agrees that the Bank may withhold, and pay out, from customer's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

Global Consolidation of Customer Information

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

i. any office or branch of the Bank or another Group Member;

ii. any agent, contractor or third party service provider or any professional advisor of the Bank or another Group Member;

iii. any regulatory, supervisory, governmental, quasi-governmental, tax authority (domestic or overseas) with jurisdiction over the Bank or another Group Member;

iv. any person to whom the Bank is required or authorised by law or other court order to make such disclosure;

v. any person who is under a duty of confidentiality to the Bank;

vi. any Bank or financial institution with which I have or have proposals 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 kept, processed, used or disclosed by such recipient in Bangladesh or another country.

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

Declaration & Signature

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

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

I hereby warrant that all the information furnished by me in this application is true, complete and accurate in all respects and I have not wilfully withheld any material fact, I acknowledge that the facility requested by me in this application will be made available at the discretion of the Bank. In case any information provided in this application form mismatch with the information of my account maintained with Standard Chartered Bank, I hereby irrevocably authorize the Bank to amend the same as per this application form.