

Personal Loan Terms and Conditions

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

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

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

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

Global Consolidation of Customer Information

Whilst the Bank maintains strict confidentiality in all matters relating to my account(s) and business, I hereby 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 proposes to have dealings, regardless of whether the recipient in each case is located in Bangladesh or in any other country and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country.

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

Declaration & Signature

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

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

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

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