

## 10 Information Specific to Term Deposits

Profit Payment Details :  Monthly  At maturity  Quarterly  Capitalized

Amount	Tenor	Rate*
	_____ Month	

Date of Maturity (Bank use only)  /  /

### Instructions at Maturity :

Renew only Principal, Deposit Profit Account Number

Renew Principal and Profit (Auto Rollover)

Encash and Transfer Fund to Account Number

Note :Renewal of Fixed Deposit will be done at Bank's prevailing rate. \*Condition apply

## 12 Signing Authority & Acceptance of Terms & Conditions

Signing authority for joint account  Anyone of us (Either or Survivor)  Anyone Singly  All of us Jointly  Others. \_\_\_\_\_ (Please specify)

I/We hereby acknowledge that I/We have read and understood the Terms & Conditions governing customer accounts with Standard Chartered Bank (given in the last page of this Application Form) and agree to comply with them.

I/We declare that the information provided in this Application Form provided is true, complete and accurate and I/We have not willfully withheld any material fact. I shall inform you of any changes thereto. I/We hereby authorize Standard Chartered Bank to verify any information pertaining to this Application Form through whatever sources it may consider appropriate. I/We accept that Standard Chartered Bank is entitled in its absolute discretion to accept or reject this Application without assigning any reason whatsoever and that the Application and its supporting documents shall become part of the Bank's record and shall not be returned to me. I understand it is my responsibility to obtain, read and understand the Terms & Conditions of Standard Chartered Credit Card as available at all the branches. By signing on and/or activating and/or retaining and/or using my Standard Chartered Credit Card, I'll be bound by the Credit Card Terms & Conditions. Where requested, I authorize Standard Chartered Bank to issue Supplementary cards(s) for use on my account to the person(s) named who I undertake is or over 18 years old of age, and is a resident of Bangladesh and I agree that you may provide information to him/her about the account. The Bank does not warrant against any external factors affecting the privacy and/or security of e mails during internet transmission. The Bank shall not be liable or responsible for data corruption, delay and/or interception of the information so given and the Bank reserves the right to update and vary such information from time to time and at any time. I/We also agree, unless I state to SCB otherwise, to get enrolled into Safety Net Insurance Programme automatically upon opening of my Credit Card account with a 2 month's of free trail period and I understand that this insurance is not applicable to the consequences of a sickness or of an accident incurred prior to my enrolment in the policy. I hereby agree to indemnify the Bank against any loss, damage, liability or cost incurred by the Bank on account of any breach by me or the Supplementary Cardholder. I also understand that the Supplementary Card fees shall be billed in my statement and it shall be my primary responsibility to honor all charges incurred on the Supplementary Card. The continuation of the membership of the Supplementary Cardholders shall be dependent on the continuation of my membership, I assume full responsibility for complying with the provision of the Foreign Exchange Regulation Act 1947, and rules, orders and directives issued there under. I also irrevocably authorize and permit the Bank to disclose information about my Application/account/ dealing relationships to any credit rating/reference agency/insurer/insurance broker, bank, financial institution, any government regulatory agency, affiliates and representatives(the "Permitted Parties"), professional services and service providers who are under a duty of confidentiality to the Permitted Parties, any actual or potential participant or sub participant in relation to any of the Bank's rights and/or obligations under any agreement between us, or assignee, novatee or transferee or to any one else when the Bank deems it is in its interest to do so. The Bank will immediately comply with disclosure of information to any authority under any law. The Bank shall have the right to check my credit standing at any times as and when the Bank may deem fit without reference to me.

Signature of **First Applicant**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of **Joint Applicant**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## 11 Would you be interested in Signing up for the following products?

Please tick on and our sales representative will contact you :

**Auto Finance**  Yes

**Home Finance**  Yes

**Personal Finance**  Yes

No, I am not interested in any of the above products.



**13 Transactional Profile**

**Purpose of Opening Account:**

- Personal Banking Transaction  
  Savings  
  Loan/Finance Re-payment  
  Foreign Remittance  
  Investment  
  Salary  
 Others \_\_\_\_\_ (Please specify)

**Source of income/Fund:**

- Own Business  
  Salary  
  Commission  
  Inheritance/Gift/Return on Investment  
  Others \_\_\_\_\_ (Please specify)

Description	No. of Transaction	Highest Transaction Amount (each Transaction)	Total Amount (Monthly)
Deposit			
Cash Deposit ( Including Online)			
Deposit through Transfer/Instrument			
Deposit of Foreign Remittance			
Earning from Export			
Other (Specify)			
<b>Total Probable Deposit</b>			
Withdrawal			
Cash Withdrawal ( Including Online/A.T.M)			
Payment through Transfer/Instrument			
Withdraw of Foreign Remittance			
Expense through Import			
Others(Specify)			
<b>Total Probable Withdrawal</b>			

**Initial Deposit : Tk**   
  By Cash Tk.   
  By Cheque Tk.

Cheque No. \_\_\_\_\_ Bank Name \_\_\_\_\_

**For Bank Use:**

BCS A/C No. \_\_\_\_\_ Bank Official's Authentication \_\_\_\_\_

I/we the following signatory/signatories hereby assure that the transaction profile declared above is regular & normal transaction of my Self.  
 I/we also assure that,if needed I/we will amend/update the transaction profile.

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 Designation \_\_\_\_\_ Designation \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_

**14 For Bank Use Only**

Date   /   /

Branch	Operations
Branch _____	<input type="checkbox"/> NORCOM AOC Checked
Branch Code <input type="text"/> <input type="text"/>	<input type="checkbox"/> Relationship Opened
Relationship No. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Master Opened
Master <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Subsidiary Opened
Instt. Class _____	<input type="checkbox"/> Sigcap Updated
ARM/PBM Code _____	<input type="checkbox"/> TIN Mailer Issued
Customer Segment Code <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/> Debit Card Issued
Product Code _____	<input type="checkbox"/> Bill Payment Input
Loan/Finance Related A/C <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Application Checked
Non Resident A/C <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Internet Banking
	<input type="checkbox"/> Cheque Book requested
	<input type="checkbox"/> Others _____

Remarks/Comments(Account opening Approver)

Remarks/Comments(Account opening Staff)

Approved (BSSM) / Designated Officer

DSR / PFC / PSO / Sales Staff / Agent

System/Inputs Verified

## 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 any 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 3 days from the issuance of such notice.

### 1 DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires:

- (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.
- (d) "Authorized 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 account(s) 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 Shahan 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 Murabahah, 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 their jointly and each of them severally and shall also be binding on and applicable to his its 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 Person(s) 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 are recalled or returned unpaid for any 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 overdraft 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 any time;
  - iii. The Bank assumes no responsibility for the realization of a 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 an overdraft, 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. OVERDRAFTS 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 repayable upon demand by the Bank. At the request of the Customer, the Bank may at its sole discretion provide an overdraft facility to the Customer. In the event that an Account is in overdraft 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<sup>(k)</sup> 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 (Mudarib) 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 edge 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 Amount"), shall be allocated amongst the Customers at the end of each Profit Allocation Period by reference to the weightages (the "Profit Weightages") 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 Date") occurs within thirty days from the date the Mudaraba Funds were deposited in the Mudaraba Term Account (the "Deposit Date"), 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 first completed tenor 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:

Save as otherwise provided in these Terms, any demand communication made by the Bank 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.

## 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 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 authorized.
- (ii) Customer verifies that each person Customer has identified to Bank as authorized representatives are duly authorized 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), authorized 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.

- 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), authorized 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 authorized 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 strife 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 whatsoever 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, alter, 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 3 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) Unless 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 (CONTACT CENTRE)

- 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 and against 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 instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the line of communication of transmission; and

- ii) The Bank having refrained from acting in accordance with my written telephone, facsimile or telex instruction(s) by reason of failure 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 failteirneile instruction(s) to the Bank within such period as the Bank may specify.

**15. 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 may 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.
- (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.

**16. 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.

**17. 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 interest, 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.

**18. CLOSURES OR TRANSFER ACCOUNT**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) On closure of the Account, any unused cheques relating to the Account must be returned by the Customer to the Bank.

**19. STATEMENT OF ACCOUNT**

- (a) The Bank shall provide to the Customer periodic statements of account or as may otherwise be agreed.
- (b) (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.
- (c) 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

**20. BANK'S BOOKS & RECORDS, CUSTOMER INFORMATION**

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) The Customer irrevocably consents to the disclosure and reporting by the Bank, its officers, employees and/or agents, in any whatsoever, of any information relating to the Customer and its account relationship with the Bank (including without limitation, credit balances and deposits with the Bank, account history and other Customer related information) as the Bank, its employees, and/or agents may in their absolute discretion think fit to:
  - (i) The Bank's head office, any of its representative offices, subsidiaries, affiliates and branch in any jurisdiction and any related corporations of the Bank, or any member of the Standard Chartered Group;
  - (ii) service providers including persons to whom the Bank has outsourced any operational functions which may be engaged by the Bank to carry out any of the Bank's businesses or operations (including without limitation, ATM, credit card or other network providers) within or outside of Bangladesh and are under a duty of confidentiality to the Bank;
  - (iii) Any actual or potential assignee(s) of any rights or obligations of the Bank;
  - (iv) Any guarantor, third party pledgor or security provider,
  - (v) In response to any request from a third party for a reference;
  - (h) Any solicitors or accountants or other professional advisors acting for the Bank and/or agents and independent contractors;
  - (vii) Any regulatory, fiscal, supervisory or governmental authority in any jurisdiction; and/or
  - (viii) Any other persons which the Bank considers, is in its interest to make such disclosure. The Customer will not assert any claim, and waives any right to assert any claim, against the Bank for any loss, damage or injury suffered or alleged as a result of any such disclosure or reporting.

**21. 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.

**22. 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.

**23. 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.

**24. ISLAMIC SHARIAH**

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

**25. INTERNET BANKING**

I acknowledge that my use of the Internet Banking Services shall be governed by the Bank's prevailing Terms and Conditions, available, in the Bank's web-site at [www.standardchartered.com.bd](http://www.standardchartered.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 non-disclosure of the Security Codes to an unauthorised third party shall be fully borne by me. Subject to the Bank's prevailing terms & conditions governing the use of the Service. I hereby authorise and instruct the Bank to act on any instructions received through the use of Security Codes, including but not limited to the transfer of funds (subject of 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.

**26. e-STATEMENT**

In consideration of the Bank agreeing to accept my request for sending statements to my e-mail address in lieu of paragraph 1(n) 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 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 purpose) the correctness of the relevant statement of account.

**27. SMS BANKING**

The Application Form must be sent directly to Standard Chartered Bank and not by facsimile. The Bank will require seven working days after receiving the SMS Banking Application Form for activation of the service in case of Bank Account. Standard Chartered Bank will accept Application Forms signed by the authorized signatories of the Account only (subject to signature verifications). For PUSH Service, Standard Chartered Bank will use the respective Mobile Phone Operator's text mail service (SMS) to send the financial information related to customer's account on the following working day after the statement has been generated. The PUSH Service will be offered free of charge. For PULL Service, the accountholder will be able to obtain a range of financial information related to account by typing a pre defined key word with a 4 digit PIN as a message in the mobile phone and then sending this message to a prescribed SMS short code. For this service, regular SMS charges of the respective Mobile Phone Operator will apply. The accountholder is solely responsible to ensure the possession of the mobile phone/connection assigned to SMS Banking 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. The laws of Bangladesh govern these Terms & Conditions. 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.

**28. GOVERNING LAW & JURIDICION**

(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 I/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.

Customer Signature .....