

## TERMS & CONDITIONS

In consideration of the Islamic Banking Division of Standard Chartered Bank (Pakistan), hereinafter referred to as the "Bank" opening and / or continuing any Islamic deposit account in my/our name(s) (hereinafter referred to as the "Account(s)") and/or providing banking facilities to me/us, I/we agree to be bound by the Terms and Conditions set out below and agree that the Account and/or banking facilities will be governed by and be subject to these Terms and Conditions (hereinafter referred to as the 'Terms'). I/we also agree that all deposits whether Current, Savings, Call, Fixed Term, in local or foreign currency that may be placed by me/us with the Bank and/or any banking facilities are subject to the prevailing rules and regulations of the State Bank of Pakistan and Foreign Exchange Regulations, and are governed by laws in effect from time to time (" Rules and Regulations"). These Terms shall apply to each of the Account(s) opened with, continued with or maintained with the Bank or its successors or assigns and the banking facilities offered thereto.

I understand that the Bank acts only as my collecting agent and assumes no responsibility for the realisation of any items deposited with the Bank for collection. Proceeds of cheques or other instruments deposited with the Bank are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit any of the Account that may have been exceptionally credited with an item subsequently unpaid on collection. The Bank may refuse to accept for collection cheques drawn in favour of third parties or if the payee's name is not identical to my name on the Bank's record. The Bank will not accept for credit to the Account(s) any cheque or draft in favour of a third party crossed or denoted "A/c Payee" (or any words of similar effect). The Bank may at any time debit and recover from the Account(s) the value of any instrument collected by the Bank in the event that the proceeds are not received against the same at any time and/or after receipt of proceeds, the account of the Bank is debited or proceeds recovered from the Bank upon return of the instrument by the drawee bank or correspondent of the Bank. I agree to indemnify the Bank as collecting Banker, for any loss which the Bank may incur by reason of its guaranteeing any endorsements, discharge or discharges, on any cheque, bill, note, draft, dividend warrant or other instrument deposited by the depositor for collection and every such guarantee given by the Bank shall be deemed to have been given at the depositor's express request in every case.

The Customer accepts that the Bank will not be held responsible in any manner whatsoever to rely and act in good faith on and upon any information / documents provided by me to the Bank in respect of the opening and / or operation of Account(s). The Customer further agrees not to hold the Bank responsible for not undertaking separate investigation to inquire into and seek any additional information / documents not provided by me in respect of the opening and / or operations of Account(s)

The Account(s) will be subject to applicable charges as per the Bank's schedule of such charges as revised from time to time. The Bank shall always be entitled, without notice to me, to recover from and debit the Account(s) for any charges, expenses, fees, penalties, withholding taxes, zakat, stamp duty, other duties, levies of government departments or authorities and any other impositions other than markup or cost of funds in respect of the Account(s) or the balances in the Account(s), the Bank is authorised to reverse credit entries made in error. The Bank is also entitled to reverse debit entries made in error in relation to the Account(s). Any charges debited by the Bank are not refundable upon closure of any or all of the Account(s).

The Customer may, at any time in accordance with these Terms and Conditions, place funds (the "Mudaraba Funds") to the credit of a Islamic Shariah compliant savings & term Account(s) opened and maintained by the Customer with the Bank (the "Mudaraba Account"), which shall be managed and invested on a profit sharing basis by the Bank in Islamic Shariah compliant assets. The Mudaraba Funds shall be invested by the Bank, as the manager of the Mudaraba, on the basis of either the Murabaha, Ijarah, Musharakah, Istisna or any other modes of Islamic Shariah compliant financing as approved by the Bank's Shariah Supervisory 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 the discretion given to the Bank in this regard by the Customer himself save any loss caused by the Bank due to its negligence or misconduct.

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"). The profits from the 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:

In consideration of the services provided by the Bank hereunder, the Bank shall be entitled to a pre-determined proportion of the Mudaraba Profits which have accrued during the relevant Profit Allocation Period as its management compensation (the "Manager's Profit Share").

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 calculated on a daily product basis. The Customer's share of the profit will be determined in



Under the laws of some territories (including the United Kingdom), I/we may have the right to access information held about me/us in those territories. I/we understand that for the purpose of the United Kingdom Data Protection Act, the 'data controller' for my/our personal information is Standard Chartered Bank (PAKISTAN) LIMITED.

Further, my/our information may be used to:

- i) Provide and operate any service or product you require;
- ii) Facilitate the provision of any service or product to a third party for whom you act as guarantor or security provider;
- iii) Update and enhance your records with the Bank or any Group Member;
- iv) Understand your financial needs, to advise you of other products and services which may be of interest to you, for any purpose required by law or regulation including fraud prevention;
- v) Monitor Bank's compliance with legal and regulatory requirements and with the Bank and the Standard Chartered Group's internal policy requirements; and
- vi) Support the Bank's and the Standard Chartered Group's business, financial and risk monitoring, planning and decision making.

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 the group of companies whose ultimate parent company is Standard Chartered plc. "Bank" means Standard Chartered Bank acting through its Pakistan Branch.

The Customer understands that the Bank may close any of the Account(s) by giving 15 days notice to the Customer. Any credit balance due in my favour after the expiry of 15 days, will be sent by mail to me, or the first named of the Customers, to the current address on record with the bank, by a draft or pay-order in full discharge of the Bank's liability in respect of the Account(s). The Customer accepts that the Bank shall, at its discretion, have the right to close the Account(s) having zero balance/s for a continuous period of three months, without serving any notice to the Customer.

The account holder should immediately advise the bank as soon as he/she leaves the country for residence abroad. On receipt of such information the account will be re-designated as a non-resident account and all deposits and withdrawals will be subject to the State Bank of Pakistan rules and regulations applicable from time to time with regard to non-resident account.

The Customer accepts that in respect of Account(s) that are held jointly, the Bank shall until being given written notice to the contrary, be authorised, without exception, to honour, to pay to the debit of such Account(s), all cheques, drafts and orders and all by any of the joint holders (in case Joint Account is operated with single signing authority) whether such Account(s) are for the time being in credit or overdrawn or become overdrawn by reason of such payment. If conflicting instructions are issued by any of the Customers and/or where the Bank believes in good faith that there exists a dispute between the Joint Account holders (either directly or indirectly), the Bank shall be entitled forthwith to stop the operation of the relevant Account(s) until such time as the dispute is resolved to the satisfaction of the Bank and the Bank would thereafter act only on the mandate of all signatories to the Account. However, if instruction of one signatory had already been implemented / applied, the Bank will not be responsible for any counter / contradictory instruction(s). The Customers shall be both jointly and severally liable for all the liabilities incurred on the Account including but not limited to the payment of any finance together with profit thereon at a rate determined from time to time and legal fees if any incurred by the Bank in relationship thereto as determined by the Bank from time to time.

The Customer accepts that in the event of death of a Customer, credit balances will be released against a valid succession certificate, letter of administration or probate. In case of death of any of the Customers, unless, specific account operating mandate is given for operation of the Account(s) by the survivor, the Bank would allow operation or withdrawal only against succession certificate, letter of administration or probate. Where specific account operating mandate is given for operation, the Bank may without any obligations legal and/or otherwise (at its discretion) rely and act upon such instructions. If the Account is opened in the name of two or more than two persons, the balance to the credit thereof at any time shall belong to the depositors or the surviving depositor(s) when operating instructions are "either or survivor" only.

In respect of Account(s) opened in the name of minors, the Bank shall be entitled to act on the instructions received from the guardian named on the account opening form, irrespective of whether the minor account holder continues to be a minor or not, unless the Bank receives written instructions from the guardian (in case parents are guardians) or a notice to the contrary from an appropriate authority.

The Bank reserves the right to debit/rectify and/or all of the Customer's Account(s) to recover money, where the Bank has accidentally credited any and/or all my Account(s) with funds not due/owed to me. I further agree not to hold the Bank responsible for any such acts, deeds and things done in pursuance of the same.

The Customer authorizes the Bank to carry out investigations of any transaction/s appearing to be suspicious in nature, and thereby, refuse/delay in effecting my instructions, on account of suspected money laundering and/or to confirm/disclose the Customer's identity and information in carrying out of obligation(s) under any law for compliance, regulatory reporting and Bank's policy, for money laundering purpose.

A current/savings account is considered Dormant if there has been no customer initiated debit transaction for a period of the last two years.

For re-activation of the Dormant account customer shall provide a written request for removal or dormancy along with a supporting identity (CNIC / Passport) document duly attested/Original Seen by the Bank Official.

Current/Saving/Term Account: In case the account remains inoperative for a period of ten years, the deposit/instrument present in the said account be considered as unclaimed and will be surrendered to State Bank of Pakistan in accordance with the Banking Companies Ordinance, 1962 as well as the provisions of State Bank of Pakistan Circular to banks dated 21/7/2006 BPD No 7.

I hereby acknowledge that in such circumstance the bank will be sending a written notice by registered post in to my last known address by the bank as it appears in its books and should the account(s) remain unclaimed for three months following the notice, then the deposit(s)/Instrument(s) shall be surrendered to State Bank of Pakistan without further communication nor responsibility from the Bank.

The Bank will in no event be liable for any damages, including without limitation direct or indirect loss, special, incidental, or consequential damages, losses or expenses arising in connection with these Services at our site or linked site or use thereof or inability to use, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Bank's representatives thereof are advised of the possibility of such damages, losses or expenses. However, in the event that we are held liable for any loss or damage to you as a result of your use of the Service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default.

Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on 111-002-002.

The depositor shall be governed by these terms and the Bank reserves its rights 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 on Account opening form and or any other account that may be opened by the depositor with the Bank from time to time. However, in order to inform such changes the Bank shall try its best to intimate the changes through notice boards of

the Islamic banking branches and/or the website of the Bank. 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.

#### **ACCEPTANCE OF TERMS AND CONDITIONS**

I accept that the Bank reserves the right to modify these Terms and Conditions from time to time. The revised or modified Terms and Conditions will become effective upon notice being given to me, such notice being deemed to have been given properly, if displayed at the counters of the Bank for a period of 15 days. I shall be deemed to have accepted such changes if the Bank does not receive any notice to the contrary from me within 3 days from the issuance of such notice. I hereby waive any and all claims I may have against the Bank pursuant to the Account(s) or these Terms and Conditions, unless such claim is based on fraud or willful misconduct of the Bank. The Bank's interpretation of these Terms and Conditions shall be final and binding on me. I have signed the application form as a token of acceptance of the aforesaid Terms and Conditions, and I have fully read and understood these Terms and Conditions prior to such signing. Furthermore, I acknowledge receipt of the copy of the Terms and Conditions, and undertake to be responsible for its safe custody at all times. The Bank will not be responsible in case of loss or theft of the document. I accept that these Terms & Conditions contained herein are subject to the Laws of Pakistan and the Courts/Tribunals shall have non-exclusive jurisdiction.

#### **LIABILITY AND INDEMNITY**

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.

The Bank shall use its best endeavors to provide error free operation of the account and the services to its customers. Notwithstanding the same, the customer hereby confirms that the Bank shall not be liable for and indemnifies and agrees to hold harmless the Bank and its respective officers, directors, employees and representatives, agents and contractors from and against any and all losses, damages, liabilities, payments and obligations and all expenses (including without limitation reasonable legal costs) incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon the Bank, arising out of, inter alia, my / our mobile

phone number or my mobile phone SIM is misused by any person unauthorizedly and resulting in suffering of financial loss or fraud by me / us for which Bank shall not be held liable for any expense, claim, loss or damage arising out or in connection with this agreement.

These terms are in addition to and not in substitution for the terms and conditions, ruled and regulations, procedures and methods of the Bank governing the accounts(s), and all other products, term deposits, deposit schemes and services offered to customers from time to time.

My signature below is proof that I have understood and irrevocably agreed to the following:

1. I/We confirm that I/We have been supplied with a copy of Terms and Conditions governing the accounts along with Account Opening Form copy. The terms and conditions governing Credit Cards/Takaful products will be provided in Welcome pack of Credit Card.
2. My application will not be processed until Standard Chartered Bank (Pakistan) Limited (SCBPL) has received all the required information / documentation relating to opening of my account.
3. There are no processing charges.
4. The minimum processing time required for my account application is three working days.
5. I undertake, acknowledge and warrant that I will not involve or hand over Cash and/or Bearer Cheque to any Bank representative(s) for deposit in my account or for any fee. Further, I will not authorize Bank representative(s) for receiving cheque book on my behalf for whatever reason.
6. I undertake, acknowledge and warrant that I will hand over a cross cheque in my name equal to the minimum balance requirement to a Bank representative inside the branch premises.
7. I understand that the Standard Chartered Bank (Pakistan) Limited has the right to approve or reject any application without giving any reason whatsoever.
8. I understand that Standard Chartered Bank (Pakistan) Limited has the right to withdraw fee waivers and other benefits that apply to my Payroll account if salary is not credited to my Payroll account for three consecutive months.
9. I understand that the Chequebook will be issued at my request and must be collected by myself or by my duly authorized representative. If collected by an authorized representative, he/she must present his original CNIC plus an authority letter signed by myself before collecting the Chequebook. Moreover, the Welcome pack (first Cheque Book and Saadiq VISA Debit Card) will be collected by myself.
10. I understand that PIN and TIN Code will be received after the application is approved. TIN/PIN numbers are confidential pieces of information and must not be disclosed/ shared with any individual or SCBPL's representative(s). TIN will be issued and delivered to the mailing address given on Account Opening Form.
11. I further undertake that the Bank will not be held responsible for any unauthorized use of TIN/PIN once issued to me.
12. All other fees/charges are subject to change and will be applicable as mentioned in the Saadiq Schedule of Charges that is issued by Standard Chartered Bank (Pakistan) Limited from time to time.
13. The Saadiq VISA Debit Card must not be handed over to any individual (Standard Chartered Bank (Pakistan) Limited representative or otherwise) unless cut in half across the magnetic strip.
14. The Saadiq Saver, Saadiq Saver Plus and Saadiq Basic Saver Account are based on Islamic principle of Mudaraba. In line with the Shariah principles, in case the Mudaraba Assets incur a loss, I shall have to bear this loss in the ratio of my share in the Mudaraba.

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

CNIC: \_\_\_\_\_

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

Signature: \_\_\_\_\_