# TERMS & CONDITIONS OF A PERSONAL ACCOUNT

In consideration of City Bank PLC ("the Bank") opening and/or continuing the Account in my/our name(s) and/or providing the banking and other Facilities, as requested in the Account Opening Form, I/We do hereby unequivocally and irrevocably agree and bind myself /ourselves to bear and pay all the fees, charges and expenses that would be fixed and notified by the Bank from time to time relating to the Account and the Facilities and to maintain, operate and use the Account and the Facilities subject to the terms and conditions set out below and in accordance with Rules, Regulations and Policy of the Bank, including Shariah principles and guidelines approved by the Shariah Supervisory Committee (SSC), as framed or revised from time to time, and applicable laws, as enacted or amended from time to time, subject to such Shariah guidelines.

**1. Definitions & Interpretations**

(i) 'Account' means any and all of the accounts as mentioned and requested for in the Account Opening Form and any other accounts, which the Bank may introduce from time to time, which are opened in my name.

(ii) AOF' includes Account Opening Form, Signature Card, Individual Information/KYC Form, and Transaction Profile and all other document(s) referred to therein or incidental to the Forms.

(iii) 'Bank' means City Bank PLC and includes its Head Office and its branches, successors- in-interest, administrator, receiver, legal representatives and assigns

(iv) 'Business Day' means any day on which banks in Bangladesh and the Bank are open for account transaction business and exclude weekends, bank holidays, public holidays and all such other holiday or holidays as the government and Bangladesh Bank may declare from time to time.

(v) "Designated Electronic Mail Account" means the electronic mail account specified by me on the subscription form or upon registration for the Facilities by such other means and in the absence of such details, any electronic mail account I provided in connection with my use of the Bank's Facilities, or such other electronic mail account which I may designate to the Bank from time to time for purposes of receiving electronic mails in relation to my use of the Services, as the case may be.

(vi) "Designated Mobile Number" means the mobile number specified by me/us on the subscription form or upon registration for the Facilities by such other means and in the absence of such details, any mobile number I provided in connection with my use of the Bank's Facilities or Services, or such other mobile number which I may designate to the Bank from time to time for purposes of communications in relation to my use of the services, as the case may be.

(vii) "Facility or Facilities" mean and include all or any of the ATM/debit cards, locker facilities, statement and all other electronic services such as e -Statement and e-Services, phone banking, internet banking (i-Banking), Automated Teller Machine (ATM), Cash Deposit Machines (CDM), City Wallet (SMS Banking) Utility Bill Payment, Bangladesh Electronic Fund Transfer Network (BEFTN) Services, EFTPOS Services and any other services or facilities offered or to be offered via electronic means by the Bank. The use of the Facilities is subject to Bank's Terms and Conditions governing such Facility in addition to these Terms and Conditions. If there is a conflict, the terms and conditions governing such Facility will prevail as far as it relates to the specific Services unless otherwise expressly stated herein

(viii) 'Person' includes any individual, corporation, firm, partnership, limited liability partnership, society, association, trade union, institution and other business concern, statutory body and agency and government authority, whether local or foreign.

(ix) "PIN" means a personal identification number and includes the assigned password which is generated automatically by Software without any human interface issued to the account holder or cardholder to authenticate, secure and operate the account, card or other banking services and Facilities by the account holder through ATM Card/Debit Card/i-Banking and /or other designated services as may be offered by the Bank from time to time.

(x) "TIN" means an identification number and includes the assigned password which is generated automatically by Software without any human interface issued to the account holder or card holder to authenticate, secure and to operate the account, card or banking services and Facilities by the account holder through telephone/call centre/phone banking and/or other designated services as may be offered by the Bank from time to time

(xi) The singular includes the plural where applicable and vice versa.

(xii) A gender includes all genders. .

(xiii) If any of the provisions in these Terms and Conditions is or becomes invalid, illegal or unenforceable under any law, the validity, legality or enforce ability of the remaining provisions will not be affected or impaired.

(xiv) Where the account is opened by more than one person "I", "me" or "my" shall include all the persons and shall be read as "we," "us" or "our". The terms and conditions shall bind each one individually or anyone or more or all of them jointly and severally and agreements, obligations and liabilities of the joint customers

(xv) Headings to the articles of the Terms and Conditions ("agreement") are for the convenience of viewing, and these shall not affect the interpretation, explanation and understanding of relevant provisions of the agreement.

**2. General**

(i) The Bank shall determine the Account Number to be allocated to each Account opened and may change it upon notification to me.

(ii) The operation and maintenance of the Accounts, Deposit Schemes, other Products, Banking Services and Facilities shall, in addition to the Terms and Conditions stated herein, be subject to the Bank's prevailing User Guidance and Terms and Conditions related to the Service available in the Bank's website at www.citybankplc.com or in other forms (including all such modifications, revisions, amendments made by the Bank from time to time) and I do hereby accept the same. In the event of any conflict, the prevailing Terms and Conditions related to the specific product shall prevail over these Terms and Conditions unless otherwise expressly stated herein.

(iii) I shall furnish all necessary document or documents as may be required and instructed by the Bank from time to time, failing which the Bank shall have the right to refuse opening the account and/or provide the facilities, close the accounts and terminate and/or suspend the Services and claim necessary fees and charges in relation thereto. I shall always keep the Bank duly and immediately informed of any changes in my address, contact details, Designated E-mail Address, Designated Mobile Number and /or any other information as provided in the AOF or in such other documents provided subsequently related to the Account and Services.

(iv) The Bank may use the services of any bank or agent in any location as the Bank may deem necessary and convenient in connection with any collection for my banking businesses and to render the facilities and such Bank or agent shall be deemed to be my agent and all charges that the Bank would incur in this connection will be deducted/debited from my account.

(v) The Bank reserves the right to convert my Account into an account of similar nature or rename/rebrand the Account for any reason and at any time upon notification to me at my communication address.

(vi) Bank at all circumstances reserves the right, not to open any account or establish any relationship or not to execute any transaction and to close any account or terminate any business relationship, if the Bank is unable to perform Customer Due Diligence or due to any non-cooperation of the customer with relation to the Bank's regulatory and policy requirements as well as noncompliance with Shariah guidelines of the bank.

(vii) The Bank may close my Account at any time by giving us written notice for any reason including default to maintain minimum deposit, default in repayment of three consecutive installments for deposit/scheme accounts, having zero balance without transaction for six months or for such period as the Bank may determine and notify from time to time, etc. and paying me all outstanding amounts due and payable as per applicable terms and conditions

(viii) I agree that the use of the Facilities and other banking services shall constitute my agreement to acceptance of the applicable terms and conditions as well as my acknowledgment of the inherent risks in conducting any transaction and using the Facilities and I hereby authorize the Bank to follow/act on my instructions over telephone/mobile/internet and/or other means set out herein.

(ix) In order to use the Facilities and other Services, I must:

(a) be the holder of an Account or a person authorized to operate an Account (as the case may be);

(b) apply to use the Service in the prescribed form and agree to the terms and conditions set out herein;

(c) be registered with the Bank to use the Services and taking all necessary steps that the Bank may advise me to complete the registration process.

(d) act to comply with the terms and conditions and all other applicable laws, regulations, rules and the policies of the Bank as may be framed and notified from time to time.

(x) The Bank's record of all transactions effected by use of ATM, CDM, Debit Card, or other the Facilities and banking services will be conclusive and binding on me for all purposes. I will indemnify and hold the Bank fully indemnified and harmless for any loss, damage, costs (including legal costs) claims demandarising in connection with the use, misuse, fraudulent use, loss or theft of any ATM Card, Debit Card and other Facilities assigned to me or resulting from any mechanical defect in or malfunction of, or insufficiency of funds etc.

(xi) I shall be solely responsible for the proper safe custody and control of my PIN and TIN and its related passwords. I must not disclose PIN, TIN and/or its related password to anyone else, including to someone who is a joint account holder, or to a member of Bank's staff, or to someone giving assistance on a service help desk or any other representative of the Bank. Without prejudice to the other clauses of these terms and conditions, I shall be liable for all the transactions and/or the use of the PIN, TIN and/or its related Passwords with or without my knowledge or consent for whatsoever purpose. My instruction(s) identified by my PIN, TIN and/or its related passwords shall be deemed to be my proper and validated instruction. Accordingly, the Bank shall be entitled to rely on any such instruction Should the Bank accept and act upon any such instruction from me, or from some other person purporting to be me, I do hereby agree to indemnify the Bank against any loss, damage, costs (including legal Costs) or any demand incurred by the Bank as a result of or, in connection herewith.

(xii) I shall ensure that there are sufficient funds or prearranged credit facilities in my Account when giving the telephone or other instructions through i-Banking, Phone Banking or other Facilities and the Bank shall not be liable for any consequences arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities.

(xiii) If as a result of Transaction conducted using the Facilities, my Account is overdrawn, I shall forthwith pay on demand to the Bank all such sums withdrawn in excess of available funds together with profit at the prevailing rate which the Bank charges on such overdrawn amounts.

(xiv) In connection with my account, I acknowledge that any information pertaining to my accounts or transactions as reported through the Facilities may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by the Bank, require verification of the Bank, or are in progress. I agree that the information pertaining to the Facilities shall not be used for any purpose whatsoever be taken as conclusive of my account balance or transaction status

(xv) All Instructions through phone banking, i-banking and other Facilities shall be irrevocable, irreversible and unconditional.

(xvi) The Facilities are provided for my convenience. Consequently, the Bank shall not be liable for any error, mistake or damage, which may arise in connection with the services, information or evidence relating to the use of the Facilities. I shall not raise such error; mistake or damage as proof or evidence in bringing a challenge or legal action against the Bank.

(xvii) The Bank reserves the absolute right at its discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Facilities and other banking services with reasonable notice if practicable.

(xviii) The Bank may set a minimum average daily balance on account (hereinafter "Average Balance") depending on the natures of different accounts, and the Bank may charge a management fee depending on the natures of different accounts where the balance on account is less than the Average Balance. I will be notified of the Average Balance amount in the manner set out by the Bank. The Bank may directly deduct such account management fee from my respective accounts.

(xix) In case where there is no nominee or the nominee died in the lifetime of the account holder without any advice by the account holder to the bank, or the nominee dies together with the account holder, the Succession Certificate from the appropriate court will be required for releasing the balance amount after the death of the account holder.

(xx) Unless otherwise provided or notified by the Bank, where any of my accounts is without any record of deposits or withdrawals for 1 (one) year or more, other than term deposits, the Bank may automatically convert such account into a dormant account and cease accruing profit as of the date of conversion. Until I

personally visit and apply to activate such dormant account, the Bank may cease all withdrawal and outward remittance transactions and services in respect of such account. The Bank may also terminate the deposit relationship between me and the Bank and directly close such account at any time, after notifying me in writing. Where an account is without any record of deposits or withdrawals for 10 (ten) years or more, no further transactions may be carried out in respect of such account and such deposit account shall be converted into unclaimed account and be settled as per Rules and Regulations of Bangladesh Bank and other applicable laws.

(xxi) The Bank shall provide and make available the Facilities on 'best effort' basis and does not warrant for smooth and uninterrupted services. Any information received by me pursuant to the Facilities is for my (and not any other person's) reference only and shall not be taken as conclusive evidence of the matters to which it relates.

(xxii) I acknowledge that electronic mails sent by the Bank are/may not be encrypted; and the use of and transmission of information via electronic mail and/or the internet cannot be guaranteed to be secure;and information transmitted may be susceptible to errors, Viruses, delay, interception, modification or amendment by unauthorized persons and as such Bank shall not be liable for any loss, damages or expenses that I may or shall incur, including without limitation, any loss or damage caused to data,software, computer, telecommunications equipment or other equipment in connection with the Facilities unless they are caused solely and directly by gross negligence or willful default of Bank.

(xxiii) To the extent permitted by applicable laws, the bank shall not be responsible or liable for any indirect, incidental or consequential damages (including loss of profits, loss of opportunity, loss of savings and business interruption) or special or exemplary damages (incurred or suffered by me or any other person as a consequence of using the facilities.

**3. Deposits, Withdrawals and Collection of Instruments**

(i) Any deposit that I may make shall be in the manner or in the currency permitted by the Bank and commission and other charges may be imposed. Bank would have the right to process payments and withdrawals in any order of priority as may be determined by the Bank.Moreover, the Bank can charge us any amount as it deems just and reasonable for any unsuccessful debit instruction.

(iii) All withdrawals that I shall make whether through over the counter any branches of the Ban or through ATMs or through Electronic Services will be in the manner and on such terms and conditions and up to the limits as the Bank may set from time to time.

(iv) Even if there are sufficient funds in my Account, Bank may refuse to act on any instructions relating to payment or withdrawal request if the signature does not match with the record of the Bank on subjective judgment/assessment basis of the Bank officials; if not signed in the authorized manner or not drawn in accordance with the signature requirements prevailing at the time of presentation; if Bank has received or is obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the payment or withdrawal request or to effect a payment to any governmental body or agency or we are served with a court order or other form of legal process requiring the Bank to freeze the Account or to disallow withdrawals; if such instruction requires my confirmation before making payment and I remain out of reach or the instruction could not be confirmed at the relevant time; or funds in the Account have been earmarked for any reason

(v) I authorize the Bank to act on signed instructions or documents drawn or accepted with the signing instructions given by me until such time as I shall give the bank written notice to the contrary:

(a) For making payments of cheques, bills of exchange, promissory notes, standing orders, direct debit, issue of drafts, mail and telegraphic transfers, purchases and sales of securities and foreign currency and any other instruction by debiting such account(s) whether in credit or otherwise; and

(b) To accept any other instruction regarding such account(s) including instruction for the closure of such account(s).

(vi) I understand that any funds received by the bank on my behalf are to be credited to the relevant account(s) unless the Bank receives written instructions from me to the contrary.

(vii) I understand that the Bank acts only as my collection agent and assumes no responsibility for the realization of any items deposited with the Bank for collection Proceeds of cheques or their instruments deposited are not available for withdrawal until collected by the Bank. The Bank reserves the rights to debit any account

that may have been exceptionally credited with an item subsequently unpaid on collection. The Bank may refuse to accept for the collection cheques drawn in favor of third parties or if the payee's name is not identical to my name to on the Bank's record. The Bank will not accept for credit to the account any cheques or draft in favor of a third party crossed or denoted “A/C Payee” (or any words of similar effect). Any cancellation of any crossing or denoting as above shall be deemed as null and void.

(viii) I do hereby authorize the Bank to collect or place any cheque for encashment or make payment of any cheque drawn upon my accounts or others through Bangladesh Automated Clearing House (BACH) and transfer fund and/or do any applicable transactions through Bangladesh Electronic Fund Transfer Network (BEFTN) and settle all such transactions as per BACPS and BEFTN Operating Rules and Regulations and all other rules and regulations as may be framed, revised and/or amended by Bangladesh Bank and/or by the Bank from time to time. I do hereby affirm and acknowledge that I have read through and understood the said Rules and Regulations as published by Bangladesh Bank and agree to be bound by the same. I hereby further undertake to hold the Bank indemnified and harmless for all losses and damages that the Bank would suffer due to any violation or breach of any such Rules and Regulations from my end.

(ix) The Bank may in its absolute discretion issue me with a cheque book If a cheque book is issued, I understand to be responsible for its safe custody at all times and I will immediately notify the Bank if this or any of the cheques contained therein, is lost or stolen. I understand that the Bank may in its absolute discretion, accept from me any "Stop cheque" instructions (either orally or in written) in cases where I have lost the relevant cheques or, in other circumstances in which it shall be allowed by law and agreed by the Bank Should the Bank accept any such instruction from me or from some other person purporting to be me, I do hereby undertake to indemnify the Bank against any loss, damage, cost (including any legal cost) or demand incurred by it as a result of, or in connection therewith.

(x) I will be liable for any overdraft or other facilities arising in connection with any of above account(s) and I do hereby authorize the bank to debit any such account(s) with all or any profit, commission and other banking charges, costs and expenses (including any legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time in its absolute discretion. I will also pay to the Bank any such amounts, in the manner and, at such items, as may be required by the Bank in its absolute discretion.

(xi) Any and all amounts credited to the account(s) while any overdraft or any other banking facilities in connection therewith is current shall firstly be applied by the Bank to reduce any profit payable until the profit is paid in full. Then and only then shall any such amount so credit be applied to reduce the principal amount or any such overdraft or any other banking facilities.

(xii) The Bank shall always be entitled without notice to me to levy or impose all customary banking and other charges and expenses in respect of any of the account(s) or in respect of any other banking facilities provided to me by the Bank and to debit the relevant account(s) in accordance with the bank's normal banking procedures. Such charges are not refundable upon termination of any or all my account(s).

(xiii) I authorize the Bank to accept for safekeeping, collection or for any other purpose, any securities or other property deposited with the Bank or received from me and to release or deliver or give up any of these against my written instruments.

(xiv) I understand that any deposits or withdrawals in respect of any of the above accounts may be made at any of the bank's branches/service outlets in Bangladesh subject to the production of evidence of identity satisfactory to the bank and to payment of any customary charges that may be levied by the bank from time to time for this.

(xv) I/We understand, acknowledge and agree that:

**(i)** Profit on my/our Mudarabah Account(s) shall be determined from actual distributable profit in accordance with the agreed Income Sharing Ratio between the Bank and Mudarabah depositors, the weightages assigned to the relevant deposit categories, and the Bank’s Shariah-approved profit distribution methodology, subject to applicable laws and Bangladesh Bank directives.

**(ii)** The Bank shall disclose the applicable Income Sharing Ratio, weightages and expected profit rates on its website and may also make them available at its branches and service outlets offering Islamic banking. Any changes shall be published on the Bank’s website before the relevant profit calculation period begins, specifying their effective date, and shall apply prospectively. Continued maintenance of an Account after the

effective date shall constitute acceptance of the revised terms, subject to the existing contractual terms under Clause (iii), applicable laws and Bangladesh Bank directives.

**(iii)** For existing term deposits, deposit schemes and other applicable deposit products with an agreed tenure or term, the agreed contractual terms shall remain effective throughout the current tenure or term, including any instalments payable during that period. Revised terms shall apply only upon renewal, commencement of a new tenure or term, or opening of a new deposit product, as applicable, and shall be disclosed in advance on the Bank's website. For transactional Mudarabah deposit accounts, including but not limited to General Savings, High-Value Savings, City Alo Savings and Short Notice Deposit (SND) accounts, the applicable Income Sharing Ratio, weightages and expected profit rates may be revised prospectively, subject to prior disclosure on the Bank's website, the agreed Account terms, applicable Bangladesh Bank directives and the Bank's Shariah-approved profit distribution framework.

**(iv)** Expected profit rates are indicative only and do not guarantee any return. Profit paid or credited before final determination shall be provisional, with payments made at the intervals specified for the relevant Account. Following finalization of actual profit for each financial year, the Bank shall reconcile provisional payments against my/our actual entitlement.

**(v)** I/We shall maintain or in writing designate an active Islamic banking account with the Bank for crediting any additional profit payable following year-end finalization. In the absence of such an account, the Bank shall not be responsible for any delay or inability to credit the additional profit until an eligible account is made available or alternative settlement arrangements are completed in accordance with the Bank's applicable procedures.

**(vi)** I/We authorize the Bank to debit the relevant Account for any excess provisional profit, following notification of the amount and basis of adjustment. The Bank may, at its discretion and subject to Shariah approval, waive recovery and bear such excess from its own funds as *hibah* (gift), accounted for separately. Such discretion shall not constitute a commitment or guarantee of return.

**(vii)** Premature encashment or withdrawal of any term deposit, deposit scheme or other applicable deposit product shall be governed by the terms and conditions agreed at account opening or last renewal. Any resulting profit adjustment shall be calculated in accordance with the applicable weightages, expected profit rates and premature encashment policy disclosed on the Bank's website, consistent with the guidelines approved by the Bank's Shariah Supervisory Committee (SSC) and applicable Bangladesh Bank directives. Subsequent changes shall apply prospectively and shall not alter the agreed contractual terms of existing deposits, except where required for Shariah compliance or under applicable laws or Bangladesh Bank directives.

(xvi) I appreciate that there can be risks associated with any account(s) determined in foreign currency, convertible accounts and foreign currency investments. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses however arising (including without limitation, those arising from any international or domestics legal or regulatory restrictions) in respect of any such account(s). Withdrawals or dealing on any such account(s) are also subject to the relevant currency being available at the bank's relevant branch. Conversion from one currency to another shall be at the rate of exchange as determined by the Bank (in its absolute discretion) from time to time.

(xvii) I understand that the Bank will send or deliver to me a statement of account(s) at least half early (save in respect of any account that has, in the sole option of the bank been inactive for a period of one year or more, such statement of accounts will be sent or delivered by the bank annually) or in each case at such other intervals as may be agreed between the bank and me, from time to time and I agree that I am solely responsible for promptly examining all itineraries thereon and that I must give the bank written notice within 15 days (fifteen) of the date of the relevant statement of any discrepancy that I believe no difference exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account

(xviii) I authorize the bank to respond, if it shall so choose, to any and all enquiries received from any other bankers concerning the above accounts without reference to me; for the avoidance of doubt, any such response may include a bank reference.

(xix) I understate that I may close the above accounts by giving prior written notice to the bank. The bank may, however, either, at its own instance or, at the instance of any court or administrative order, or otherwise

close, freeze or suspend dealings on any of the above accounts without prior notice to me or without being liable for and breach it may owe to me.

(xx) In relation to any dealings to any of the above accounts, the bank shall not be liable for any loss resulting from my death, incapacity or bankruptcy (or any other analogous event or proceeding). Further, the bank shall not be liable to me for any loss, damage or delay attributable in whole or part to the action of any government or government agency or any other event outside the bank's control (including without supplies) provided that the bank shall in each case endeavour to give notice generally to its customers or any anticipated delays due to any of the above events by notice in the branches of otherwise.

(xxi) In respect of accounts opened in the name of minors (whether or not jointly with an individual who is not a minor), 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 minor or not, unless the bank receives written notice to the contrary from an appropriate authority.

(xxii) I must ensure that I have sufficient funds in my accounts before using the various services under this agreement. In the event that the funds are insufficient, the Bank may refrain from executing the transaction instructions given by me without obtaining my consent. I will be liable for any losses that arise as a result.

(xxiii) Where a withdrawal, funds transfer or remittance transaction is not personally handled by me at a branch of the Bank, I agree that in addition to verifying the signature and seal records left by me, the Bank is entitled to take further measures that it deems appropriate to verify and examine the substance of the transaction.

(xxiv) I agree that the granting of hibah (gift) whether in monetary form and/or any other forms is solely based on the Bank's absolute discretion at any time or from time to time and the Bank shall not be obliged to grant hibah to you. The hibah may be granted and made payable to your Mudarabah Account(s) or such other account(s) or mean(s) as may be deemed appropriate by the Bank.

(xxv) The historical Hibah earned from your deposits placement is not to be considered as an indicative and prospective profit rate, a guarantee or a legally binding promise that Hibah will be granted by the Bank.

**Islamic Current Account**

- The deposit is accepted under the Al-Wadiah principle of Islamic Shariah for the Islamic Current Account.
- The customer permits bank to invest the fund according to the Shariah principles at the risk and responsibility of the bank. Customer is not entitled to receive any profit generated by investing from these funds. The bank is obliged to payback the principal upon demand.
- The bank reserves the right to return cheque for reasonable causes
- The bank will deduct account maintenance fee and any other related charges from the account

**Islamic Savings/Term Deposit/ SND Account**

- The deposit is accepted under the Mudarabah principle of Islamic Shariah.
- The deposited money is invested according to Shariah principles.
- The depositor, as Rabb-Al-Mal, will receive profit (if any) after the Bank finalises actual profit for the financial year, based on the Weightage assigned to their product/tenor category, in accordance with the Income-sharing Ratio agreed between the Bank and the Customer during account opening.
- If any loss is incurred, Mudarabah depositor will solely bear the loss except in case of negligence, wilful misconduct, and breach of contract by the bank (Mudarib).
- The bank reserves the right to return cheque for reasonable causes.
- The bank will deduct account maintenance fee and any other related charges from the account
- Premature encashment or withdrawal of any term deposit, deposit scheme or other applicable deposit product shall be governed by the terms and conditions agreed at account opening or last renewal. Any resulting profit adjustment shall be calculated in accordance with the applicable weightages, expected profit rates and premature encashment policy disclosed on the Bank's website, consistent with the guidelines approved by the Bank's Shariah Supervisory Committee (SSC) and applicable Bangladesh Bank directives. Subsequent changes shall apply prospectively and shall not alter the agreed contractual terms of existing deposits, except where required for Shariah compliance or under applicable laws or Bangladesh Bank directives.

**4. Automated Teller Machine ("ATM"), Debit Cards (the "Card") and Cash Deposit Machine (the" CDM")**

(i) The Bank in its absolute discretion issue ATM Card, Debit Card (s ) and/or other cards, as mentioned in the AOF or offered from time to time, to me subject to the Bank's prevailing Terms and Conditions and other Terms and Conditions imposed or framed by the issuing authority such VISA, MasterCard, Amex and other merchants or member institutions relating to ATM /Debit Cards and I do hereby accept the same. A card is the property of the bank and I will surrender it unconditionally at the time of closing my account(s) or upon demand by the Bank at any time

(ii) I shall be solely liable for safekeeping of the Cards and Personal Identification Number (PIN) provided by the Bank against any loss, misuse or fraudulent use of the same. I will immediately notify the bank of the loss or theft of a card or of unauthorized acquisition of the personal identification number relating to it and shall accept full responsibility for all ATM transactions effected by use of a card.

(iii) The Bank's record of all ATM Transactions affected by use of a card will be conclusive and binding on me for all purposes. The amount stated on the ATM Screen or printed ATM Inquiry slip shall not be taken as conclusive of the state of the account with the Bank

(iv) I understand that all deposit envelops through CDM will be opened in the presence of two Bank staff members. I also understand that cash deposited will be credited to the account by the next working day, and my account will be credited subject to actual realization. I further understand that instructions will be acted upon by the next working day. All deposits are accepted subject to verification by the Bank. The Bank's verification will be considered correct and will be deemed to be the account deposited by me.

(v) The use of ATM and Debit Card shall be used within the territory of Bangladesh up to the limit as may be assigned by the Bank and Bangladesh Bank, as applicable from time to time, and shall be subject to such charges and fees as may be fixed and notified by the Bank or the merchant from time to time

(vi) The Bank shall not be liable whatsoever in respect of any loss, misuse, fraudulent use of the Cards or damage arising directly or indirectly out of refusal of any merchant or member institution of the card issuer, VISA, MasterCard, Amex to honour or accept the card or for any defect or deficiency in the goods or services supplied by any merchant against the card transaction or where applicable, for any breach or non-performance by a merchant of a card transaction

**5. Banking Instructions by Telex/Facsimile/Phone (Call Centre)**

(i) Unless instructed by me in writing to the contrary the Bank is hereby authorized, 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 or phone at my absolute risk and responsibility.

(ii) I do hereby release the Bank from and indemnify and hold the Bank harmless from and against all actions, suits, proceedings, costs, claims, demands charges, expenses, losses and liabilities however arising in consequences of or in any way related to:

(a) The Bank having acted in good faith, in accordance with my written, telephone, facsimile or telex instruction(s), notwithstanding that, such instruction(s) as above may have been initiated or transmitted in error of fraudulently altered, misunderstood or distorted in the line of communication of transmission; and

(b) The Bank having refrained from acting in accordance with my written, telephone, facsimile or telex instruction(s) by reason of failure of actual 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

(c) My failure to forward all original copies of facsimile instruction(s) to the bank within such period as the Bank may specify

(iii) Where any of the above accounts are opened by more than one person, any such one person shall be entitled to give such oral instruction and the bank shall be entitled to rely upon such instructions at the risk and responsibility of all such persons/ account holders.

**6. Account Statement Services & e-Alerts**

(I) All statements and alerts whether sent through e-statement and/or e-alert service or other means of transmission by the Bank to the Designated Email Accounts or Designated Mobile Number for the Account shall be accepted and upheld by me as correct and authenticate and will substitute the statements to be sent in paper unless the Bank otherwise agree and/or I instruct to the contrary.

(ii) 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.

(iii) I shall fully accept the risk and responsibility of statements transmitted or sent by the Bark. For joint accounts, all statements will be addressed to the first applicant. I am solely responsible for prompt examination of all entries in the statement and alerts and must give the Bank written notice within 15 (fifteen) days of the date of the relevant statement or alerts of any discrepancy, in the absence of which it shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of accounts.

(iv) Statement of accounts are issued based on product feature Monthly/Quarterly/Half yearly and/or when a statement sheet is completed in case of Current/Saving Accounts respectively at the sole discretion of the Bank and in compliance with Bangladesh Bank Guidelines. If statements are requested in frequencies higher than the prescribed numbers of Bangladesh Bank or otherwise agreed by the Bank or duplicate statements of past transactions are requested, a charge will be levied as per Bank's prescribed fees and charges.

**7. Joint Accounts**

(i) All joint account holders agree to be individually as well as joint and severally liable and agree to waive the right to claim for division of such joint account(s). Each of us (if more than one) do hereby authorize and empower each other to endorse for deposit and to deposit with the Bank any and all Cheques, notes or other instruments for the payment of money, payable to or purporting to belong to anyone of all of us and if any such instruments be received by the Bank without having been so endorsed then the Bank is hereby authorized to endorse any such instrument on behalf of us and to credit the same to the account.

(ii) An overdraft of other obligations incurred on the account or otherwise shall be the joint and several liability of each and every joint holder. In the event of the death or legal disability of any of the individuals constituting the account holder, the other individual(s) shall immediately (but in any event not later than ten (10) days after such death or disability and before affecting any transactions in the account notify the Bank of such death of legal disability.

(iii) In the event of death of any co-holder of the joint account, the survivors must notify the Bank immediately, and the joint account agreement is terminated as of the time that the Bank receives such notice. Each of us authorize the bank to hold, on the death of either of us, any credit balance on any account in our joint name and any securities, deeds, boxes and parcels and their contents and property of any description held in our joint names, to the order of the survivor (if any). Each of us hereby agrees that the instructions giving by us in the mandate are to remain in force until written revocations thereof by both/all of us.

(iv) In the event that there is no survivor and if nomination is made, the terms and conditions stated on “nominee” shall apply.

(v) In the event that there is no survivor or nominee, that account will then be frozen until the legal successor to the deceased or disabled individual is appointed /determined by the relevant court or department.

(vi) Unless otherwise agreed, all notices to all joint account holders will be deemed duly notified to all joint account holders when they have been sent to the address of the designated representative.

(vii) The signatures/seals of all account holders are required in the opening or termination of the joint account, change of signatures, pledge of term deposit slips, premature termination of deposits, address and other changes to the joint account as may be stipulated or required by the Bank from time to time.

(viii) Where any co-holder of the joint account is subject to a court order for attachment or execution of said deposits, or the taxation authorities have restricted disposal of said deposits, all Co-holders agree that the Bank may suspend transactions in respect of all deposits with in the joint account to the scope of the attachment, execution or restriction on disposal order.

(ix) Where any co-holder of the joint accounts liable to the Bank for a non-performing debt, the Bank is entitled to make a direct set-off against the balance of deposits in the joint account to the extent of the debt owing to the Bank

(x) If, before or after acting on any written instructions, Bank receives contradicting instructions from other signatories/account holders, the Bank may thereafter act only on the instruction of all signatories for the Account whether or not the Account requires only single or joint signatories.

**8. Nominee**

(i) I/We may appoint a nominee in accordance with Section 103 of the Bank Companies Act, 1991. Upon my/our death, the nominee shall be entitled to receive the balance standing to the credit of my/our Account(s), and payment to the nominee shall fully discharge the Bank from all obligations in respect of the Account(s) towards my/our successors, heirs, administrators and legal representatives. The nominee shall receive such balance as a trustee (amanah) for the estate of the deceased and shall distribute to the rightful heirs in accordance with the Islamic law of inheritance (Shariah). The nominee shall not be entitled to retain the balance for personal benefit, except to the extent of his/her own share as an heir under Shariah or a bequest (Wasiyyah) validly made in his/her favour.

(ii) Nomination will automatically be cancelled if the nominee dies during my lifetime. In such cases I will advise the Bank in writing and nominate a new nominee.

(iii) In the event my nominee remains minor at the time of nomination, I can name and authorize any competent person to represent the nominee, so that such person can withdraw money from my Account and the Bank shall be discharged from its liability upon making payment to such person.

**9. Call Centre (PHONE BANKING)**

(i) I may use the Phone Banking Services (subject to the Bank's prevailing Terms and Conditions available in the Bank's website at www.thecitybank.com and accept the same) to:

- Enquire on account balance, loan queries, last transactions (in relation to the account holder's accounts), exchange rates, etc.
- Transfer funds between any of the accounts as per the request of the account holder.
- Request for statement, bill payment, cheque book requisition/activation, stop payment of cheque in relation to the account holder's account, Static Data Changes and.
- Such other types of banking or investment services as the Bank may from time to time introduce

(ii) To use the Service, I shall generate Telephone Personal Identification Number ('TPIN') through call center and I need to access phone banking system through TPIN and a Password and I need to acknowledge that any transaction made through the Phone Baking Service shall be undertaken through an Automatic Service Machine. If I become aware of any transaction on any of my accounts that has not been validly authorized by me, I must notify the Bank as soon as reasonably practicable.

(iii) The Bank shall have the right (but not the obligation) to record my instruction in writing or by tape recording or otherwise. Any recorded instruction shall be final and binding on me. I irrevocably and unconditionally agree that the Bank may at any time refer to the recorded Instruction as evidence in the investigation or legal proceedings against me.

**10. SMS Alert**

(i) For Push Services, the Bank will use the respective mobile phone operator's text mail service (SMS) to send the financial information related to your Credit Card /Account on the following working day after the statement has been generated to my designated mobile number

(ii) For Pull Service, the Card holder/Account holder will be able to obtain a certain range of financial information related to Credit Card/Account by sending an SMS to a prescribed number from the Registered/Designated mobile number with the help of a pre-defined short code and with a 4-digit PIN number. I shall be solely responsible for maintaining the custody and confidentiality of my Password and other relevant information of my designated mobile number. I shall not disclose my Password to anyone else, including to someone who is a joint account holder with me, or to a member of our staff, or to someone giving assistance on a service help desk or any other representative of the Bank. Without prejudice to the other clauses of these terms and

conditions, I shall be liable for all transactions and/or the use of the PIN with or without my knowledge or consent for whatsoever purpose.

(iii) The Bank will use the respective mobile phone operator's text mail service (SMS) to send the financial information related to my Credit Card/Account immediately after any transaction, to my designated mobile number.

(iv) For this service, regular SMS Alert charges as per Schedule of Charges shall apply.

(v) I am solely responsible to ensure the custody and possession of the Mobile Phone/Connection assigned to SMS Alert Services to maintain the confidentiality of my financial information. If the mobile phone/connection is lost, stolen or sold to another individual, I will immediately notify the Bank of the incident and suspend/cancel the SMS Alert Service. I, hereby agree that City Bank PLC and/or Mobile Phone Operator shall not be responsible for any disruption in SMS Alert Service due to any technical failure on the part of City Bank PLC and/or Mobile Phone Operator.

(vi) SMS Alert Service shall remain effective until otherwise directed in writing by the Card holder/Account holder, which should reach the Bank at least 7(Seven) working days before the next date when the statement is due

(vii) I shall inform the Bank about any changes to be brought in the designated mobile number or any request for discontinuation of the service. The Bank shall not be liable or responsible for data corruption, delay and/or interception of the information provided and the Bank reserves the right to update and revise such information at any time and from time to time.

(viii) Any information received by me pursuant to the SMS Alert Services is for my (and not any other person's) reference only and shall not be taken as conclusive evidence of any matter connected to anyone other than me.

**11. Utility Bill Payment**

(i) I may pay through account transfer by phone banking or i-banking or ATM or Debit Card the utility bills of such authorities with whom the Bank would have arrangement for collection of utility bills subject to the Bank's prevailing Terms and Conditions related to the Service available in the Bank's website at www.thecitybank .com. Payment amount must be 100% accurate as per the bill. I must check & retain the advice slip for future reference (photocopy).

(ii) The Bank will not be responsible for disconnection of the concerned utility service.

(iii) The Bank is neither an agent of the utility service provider nor it guarantees the quality of service of the utility service providers nor gives any assurance for the maintenance of service. Bank will act as collecting banker of the utility service provider for the purpose set forth in this agreement with regard to bills of the said utility service provider. Bank shall not be a party to any dispute between the utility service provider and me. I by subscribing and using the Services do irrevocably indemnify the bank from any liability for excess, insufficient, late or incorrect payment of the said bills or any consequence thereof.

**12. Fees and charges**

(i) I understand and agree that Bank will charge and I shall pay the applicable fees, charges, taxes, VAT and other applicable government taxes and charges to or deductible at source by the Bank for the services. I further agree and authorize the Bark may deduct such fee, charges, taxes, VAT and all other applicable governmental charges directly from my bank account

(ii) The Bank may revise the amounts of the fees, charges, Average Balance, the account management fee and all other applicable fees and charges from time to time and publicly announce the revised contents and effective dates at the Bank's business places, on its website, on printed monthly statements, or notify me in some other form of writing. In case I do not agree with any revision made by the Bank, I may terminate my account with the Bank and this agreement at any time. If I continue my accounts, it shall be treated and deemed as my acceptance by conduct to the revision made by the Bank

**13. Information**

(I) I hereby confirm that all information provided by me to the Bank is truthful and correct, and agree that the Bank may verify such information with relevant third parties at any time.

(ii) Where there is a change to the information I have left with the Bank, I must notify the Bank in writing (using the signature I have recorded with the Bank) or in another manner acceptable to the Bank at the time.

However, I must visit the Bank personally to change the record of my signature. In the event that I am unable to present personally and must authorize another person to act on my/our behalf, such agent must present a power of attorney I have signed personally, so that the Bank may verify my identity as well as that of my agent. The aforementioned changes will be binding on the Bank only when they have been duly notified to and receipt acknowledged by the Bank

**14. Exchange and Declaration of Foreign Currency.**

Where any transaction under this agreement involves an exchange of currencies, the Bank may proceed at the exchange rate published by the Bank as at the time of the transaction unless otherwise agreed between the parties, and I shall bear any relevant exchange rate risks. Where it is necessary to declare a foreign currency purchase or sale to the Bangladesh Bank, I must truthfully declare the transaction and complete the declaration documents required by the competent authorities in accordance with the relevant regulations. I shall be responsible for any inability to complete a foreign exchange settlement due to a statutory regulation, restriction imposed by a governmental policy, or the insufficiency of my foreign exchange settlement quota. If the Bank becomes aware that I have exceeded my foreign any inability to complete a foreign exchange settlement due to a statutory regulation, restriction imposed by a governmental policy, or the insufficiency of my foreign exchange settlement quota. If the Bank becomes aware that I have exceeded my foreign exchange settlement quota at the time of settlement, the Bank may refrain from executing the relevant transaction. I hereby declare and warrant that all of my sales and purchases of foreign exchange will be in conformity with relevant laws, regulations and governmental policies, and that I will be liable for indemnifying the Bank against any resultant damages (including, but not limit to, any sanctions imposed by the competent authorities).

**15. Confidentiality**

Whilst the Bank maintains strict confidentiality in all matters relating to my accounts) and business, I hereby authorize the Bank (and/or) any of its officers or employees) to disclose any information concerning me, my business, my accounts held with the Bank or another Group Member, or my relationship with the bank or another Group Member, including without the limitation of marketing, taxation administration, telecommunications, computer system procedure, data entry, processing, output, back office operations, document scanning work information capture, printing of statements, packaging and sealing, delivery for postage, remittance, deposit and payment to third parties, exchange, credit check, debt recovery and other matters relating to processing of transactions and procedures by the Bank, to the extent necessary for handling such matters in accordance with and to the extent permissible by applicable laws , to any of the following:

(a) Any office or branch of the Bank or another Group Member;

(b) Any agent, contractor or third party service provider, or any professional adviser of the Bank or another Group Member;

(c) Any regulatory, supervisory, governmental or quasi-governmental, authority with jurisdiction over the bank or another Group Member;

(d) Any person to whom the Bank is required or authorized by lower court order to make such disclosure;

(e) Any person who is under a duty of confidentiality to the Bank;

(f) Any bank or financial institution with which I have or propose to have dealing, regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country.

(g) Pursuant to any governmental or judicial order of Bangladesh requiring such disclosure.

**16. Events of Default**

The occurrence of any of the following constitutes an 'Event of Default" under this agreement; the Bank m a y terminate, at any time, the various accounts and/or transaction relationships under this agreement in accordance with the provisions regarding terminations, as well as suspend the provision of all or part of its services at any time, or terminate all or part of this agreement at any time by written notice:

(a) I fail to pay any profit, rent, fee or (other than principal) any other amount payable under this agreement or other agreements within the prescribed period, and fails to rectify the failure within the period notified by the Bank;

(b) I fail to provide supplemental collateral pursuant to the provisions of this agreement, or the financing or terms provided to me by the Bank are likely to become illegal due to a change of the law or interpretation by the competent authorities, and I fail to comply with the Bank's request to return all or part of the financing or to provide supplemental collateral within the prescribed period;

(c) My success or upon my death makes a declaration of limited succession or waiver of succession after commencement of succession;

(d) I have lost the capacity to act, and have not appointed a statutory agent or custodian according to law;

(e) I fail to perform my obligations under this agreement, or violate any matter for compliance under the provisions of this agreement;

(f) I use any account or service under this agreement to engage in any illegal, improper, abnormal or other similar transactions or act (including, but not limited to, money laundering, fraud, or lending my account, or bank card to a third party for his /her use);

(g) I engage in transaction or act that constitutes an abnormal or improper use of any account or service under this agreement (including, but not limited to frequent inward or outward small remittances into or from my account), so that there is likelihood of affecting the normal operation of the Bank's service, systems and equipment, or there is a damage to the commercial reputation of the Bank

(h) If I fail to pay consecutive 3 (three) monthly installments for any deposit or other scheme accounts

**17. Termination**

(i) Unless otherwise agreed, I/We or the Bank may close the Account(s) and terminate the related banking relationship under this agreement by giving at least 15 (fifteen) days' prior written notice to the other party. Upon closure, the Bank shall pay me/us the balance standing to the credit of the Account(s), together with any profit due, after deducting any amounts payable by me/us to the Bank. Profit paid on closure shall be provisional and subject to adjustment upon finalization of actual profit in accordance with this agreement.

In the event of premature encashment of any term deposit, deposit scheme or other applicable deposit product, clause (vii) shall apply. Any resulting profit adjustment shall be made in accordance with the applicable weightages, expected profit rates and premature encashment policy agreed at account opening or last renewal and disclosed on the Bank's website, consistent with the guidelines approved by the Bank's Shariah Supervisory Committee and applicable Bangladesh Bank directives.

(ii) Where a cheque deposit account is terminated, I must also return the remaining blank cheque to the Bank, ATM Cards and all other properties as may be provided by the Bank for its service. Unless otherwise agreed between the parties, the provisions of this agreement will continue to apply to other transactions notwithstanding a certain transaction relationship has been terminated.

(iii) Where the balance in my account is zero for 6 (six) months and/or such other period as the Bank may determine, the Bank may notify me in writing to terminate the various deposit relationships with me at any time and directly close such account.

(iv) Where I have terminated various accounts and/or transaction relationships under this agreement, I should personally visit the Bank to settle and close such account, unless otherwise agreed with the Bank. Where I am unable to personally visit the Bank to settle and clos e the account, I may appoint an agent to do so on my behalf, provided that such agent must produce a power of attorney issued by me to the satisfaction of the Bank.

**18. Set-off and Consolidation Rights**

(i) The Bank may at any time and from time to time without notice combine or consolidate all or any of my accounts and liabilities with it in Bangladesh or elsewhere, whether singly or jointly with any other person and/or set off all or any money standing to the credit of such accounts including my deposits with the bank (whether matured or not) towards satisfaction of any of my liabilities to the Bank in Bangladesh or elsewhere whether as principal or actual or contingent, primary or collateral, singly or jointly, with any other person, and the Bank may affect any necessary currency conversion, at the Bank's own rate of exchange that prevailing.

(ii) In the event that I fail to pay by the due date any debt due to the Bank under this agreement or other agreements, or where any Event of Default occurs, or where the Bank deems necessary (such as where I are involved in any illegal activities, or where the Bank is entitled to exercise a right of set-off according to

law or under any agreement), the Bank may terminate the various deposits (including time deposits, savings deposits and check deposits) and other agreements under this agreement (that is all of my deposits, rights and profits are deemed to fall due) with prior or simultaneous notice to me (but without the need to obtain my consent). In such case, the Bank shall be entitled to directly claim a right of set-off or to take any other action according to law against the deposits within such accounts and my other rights and profits over the Bank, in payment of my various debts to the Bank Any time deposit slips or other evidentiary documents issued by the Bank to me shall be deemed cancelled to the extent of the set-off or payment Where the debt involve different currencies, the Bank may exchange such currencies at the market exchange rate determined by the Bank at the time of the exchange. The substance and order of the set -off or payment of debts shall be determined by the Bank at its sole discretion, to the extent not contrary to the compulsory requirements of the law.

**19. Indemnity**

(i) I also agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the above accounts, these terms and conditions or, in enforcing these terms and conditions and in recovering of any amount due to the bank or incurred by the bank in any legal proceedings of whatever nature.

(ii) Notwithstanding anything contrary contained, I will fully indemnify the Bank as collecting banker for any loss costs and expenses (including legal fees) the Bank may incur by presenting in BACPS, guaranteeing any endorsement or discharge on a cheque bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee as given by me shall be deemed to have been in every case at my express request.

**20. Waiver**

No forbearance, negligence or waiver by the bank in the enforcement any of these terms and conditions shall prejudice the bank's right thereafter to strictly enforce the same. No waiver by the bank shall be effective unless it is in writing.

**21. Amendments**

The Bank may amend the relevant terms and conditions of this agreement at any time in its sole discretion. Unless otherwise provided in this agreement or by law, the Bank must publicly announce an amendment to a term or condition of this agreement fifteen (15) days before such change on the Bank's website and business place, or notify me in writing of the amendments. In case of emergency or where it is not practicable to give such notice, Bank reserves the right to amend the Terms and Conditions with immediate effect without prior notification. In the event that I do not agree to an amendment by the Bank, I may terminate my account transaction relationship with the Bank and this agreement by written notice before such amendment enters into effect, and provisions of this agreement regarding termination will apply. If I fail to notify the Bank of a termination of my account transaction relationship with the Bank and this agreement within the prescribed period, and continue to carry out the deposits, transactions or services under this agreement with the Bank, I shall be deemed to have received notice of the amendment and to have decided to continue to use the banking facilities upon the revised terms and conditions to be informed to me by the bank. I further acknowledge that in the event of any changes being communicated to me, the bank is not obliged to obtain my signature for receipt of such communication.

**22. Notices**

Where there is any change to my contact details (such as my address, telephone numbers, fax numbers and Email address), I should immediately notify the Bank in writing or in some other manner agreed to by the Bank. Until the Bank has received a notification of such change, the Bank will not be bound by such change. Unless otherwise agreed between the parties, all notices from the Bank to me will be sent to the last changed or last notified contact details left by me; such notice is deemed duly delivered to me according to this agreement when a normal period of postage has passed after sending. Unless otherwise agreed between the parties, the Bank may deliver all notices to me by ordinary post to the last changed or last notified contact details left by me; such notice is deemed duly delivered to me according to this agreement when a normal period of postage has passed after sending. Unless otherwise provided in this agreement, a notice from me to the Bank may be delivered personally to the Bank, made in writing and posted, or delivered in some other manner agreed to by the Bank and shall be deemed to have been delivered only upon written confirmation of receipt by the Bank

**23. Governing Law**

These terms and conditions shall be governed by and constructed in accordance with the laws of Bangladesh and I do hereby irrevocably submit to the exclusive jurisdiction of the courts of law of Bangladesh, such submission shall, however, not prejudice the rights of the bank to bring proceedings against me in any other jurisdiction or courts of law elsewhere.

**Successors Bound**

The terms and conditions shall apply and be binding on my/our successor(s), heir(s), legal representative(s), administrator(s), receiver(s) or permitted assigns unless otherwise expressly agreed by the Bank.