

Terms and Conditions – HSBC Amanah

Operation of Accounts

1. The General Terms and Conditions (the “Terms and Conditions”) set forth herein govern all banking operations between The Hongkong and Shanghai Banking Corporation Limited in Bangladesh (the “Bank”, which expression shall include its successors and assigns) and the person or persons signing any of the Bank’s Amanah Account Opening Forms (the “Customer”). Signature by the Customer on the Bank’s Amanah Account Opening Form shall constitute acceptance of the Terms and Conditions herein, as amended from time to time. These General Terms and Conditions are applicable to all HSBC Amanah Account(s) held by the Customer (“HSBC Amanah Account”).
2. Each HSBC Amanah Account will be subject to the guidelines of the HSBC Amanah Central Shariah Committee¹.
3. The Bank may, in its sole discretion, use the funds deposited in an HSBC Amanah Account in a Shariah compliant manner in accordance with the guidelines/advice issued by the HSBC Amanah Central Shariah Committee.
4. The Customer understands that, unless otherwise agreed in these Terms and Conditions, an HSBC Amanah Account will not entitle him to the right to demand any profits generated through the funds under that HSBC Amanah Account.
5. No credit or debit interest (*riba*) will apply to an HSBC Amanah Account.
6. The Customer shall be responsible for paying Zakat² due on his balance in each HSBC Amanah Account.

Operation of Amanah Current Account

1. The Customer may request the Bank to open an Amanah Current Account by completing the relevant section of the Amanah Account Opening Form. The Bank may accept or decline such request at its absolute discretion.
2. The Customer shall not allow the Amanah Current Account to become overdrawn except with the prior written approval of the Bank. Without prejudice to the foregoing, the Customer may be liable for a fixed administrative charge on any overdraft as determined by the Bank from time to time. The Customer shall repay any overdraft together with any fixed administrative charges immediately upon demand by the Bank.
3. The Bank may at its discretion issue the Customer with a cheque book. Cheque book will be directly couriered to the Customer. The Customer shall exercise due care when drawing any cheque and shall be bound by the conditions as may be amended from time to time, printed on the inside front cover of the cheque book. For each dishonored clearing

¹ An independent board of Islamic scholars that advises HSBC from time to time on matters relating to the Shariah, according to their interpretation of Islamic law. The term Shariah is used to mean Islamic law.

² Zakat is an obligatory payment made annually under Islamic law on certain kinds of wealth/possessions and used for charitable purposes.

cheque due to insufficient funds, charges will be levied as per prevailing charges specified in '*A Quick Guide to Amanah Personal Financial Service Charges*'.

4. The Bank will periodically send the Customer a statement in respect of the Amanah Current Account. Statements will be mailed in the address in record kept by the Bank . It is the responsibility of the Customer to check the accuracy of the statement and notify the Bank of any errors therein within 15 days of the date of such statement. No claim whatsoever, about the incorrectness of any entry in the statement shall be entertained after this 15 day period. The Bank shall not be held liable for any other claim, which may arise from this service to the Customer.
5. The Bank shall be entitled to, without reference to the Customer, debit the Amanah Current Account in respect of all expenses, taxes, duties and any charges contained in any relevant tariff or agreement including without limitation, all charges for dishonored cheques, and stopped cheques.
6. Deposits and withdrawals may be made at any branch of the Bank in Bangladesh subject to production of satisfactory documents, or at any on-site or off-site Automated Teller Machine (ATM) of the Bank by use of the Bank's ATM Card subject to availability of the deposit option on a particular Automated Teller Machine. Withdrawals can be made at any Visa booth of any other banks in Bangladesh as well. In such cases, a charge, as prescribed in "*A Quick Guide to Amanah Personal Financial Service Charges*", will be applicable.
7. The Customer accepts all costs, expenses and risks whatsoever in connection with any Amanah Current Account denominated in a foreign currency including, without limitation, any legal or regulatory restrictions, international or domestic, affecting the Bank and the Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall not be applicable; however for FCY Amanah Current Account, withdrawals can be made by converting the FCY to BDT. Conversion from one currency to another shall be at the Bank's spot rate of exchange as determined by the Bank from time to time.
8. The Bank is authorized to debit and charge to the Amanah Current Account all cheques, orders and payments (other than orders and payments governed by Clause 16 of the section headed Electronic Banking) duly signed in accordance with the current signing authority or authorities provided to the Bank by the Customer subject to availability of funds in customer's account.
9. All payment orders, exchange operations and transfers undertaken by the Bank on behalf of the Customer shall be at the risk and expense of the Customer. Neither the Bank nor any of its agents shall be liable for any error, omission, mutilation, interruption or delay occurring in their transmission.
10. The Bank may agree to accept, but without assuming any responsibility for their realization, cheques, bank drafts, and other similar payment

instruments for deposit, provided they are made out in favor of the Customer or endorsed to their order. For this purpose, the Bank's offices, correspondents or other agents appointed by the Bank shall be deemed to be the Customer's agents.

11. Neither the Bank nor its agents shall be held liable for the loss, mutilation or dishonor of a cheque or other instrument or for the failure to credit, late presentation, granting time, any delay in crediting the Amanah Current Account or non-payment and return of cheques or other instruments where the circumstances are beyond the bank's control.
12. Proceeds of cheques or other instruments shall not be available for withdrawals until collected by the Bank. The Bank reserves the right to debit any account or demand payment from the Customer for any amounts exceptionally or erroneously credited or credited under usual reserve, which are subsequently unpaid.
13. The Bank shall not be liable or responsible for any claims, losses or expenses which may arise as a result of returning a dishonored cheque. The Bank reserves the right to debit the Amanah Current Account with the amount of any cheque which was drawn or endorsed in favor of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the Amanah Current Account and is subsequently unpaid, whether or not the cheque itself can be returned.
14. In respect of joint Amanah Current Accounts, the liability of each such person identified as one of the account holders shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one such person hereunder to the Bank shall not be discharged or affected in any way (a) by reason of invalidity, voidability or unenforceability as regards any other such person or any security which the Bank may hold in respect of the Amanah Current Account or any part thereof or (b) by the Bank's releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangement with, any other such person.
15. In the event of any of the Customer's cheques or other instruments being unpaid for any reason whatsoever or being returned any time in future although previously advised as paid, the customer must refund the amount together with any actual expenses incurred and the customer authorizes the Bank to debit such amount and expenses from any account they may have with the Bank or any branch of the Bank.
16. The Customer understands that account to account funds transfer will be subject to the daily limit as applied from time to time, permitted by the Bank when using Phonebanking or Personal Internet Banking Services, or any other relevant service (as such service may be amended, replaced or varied from time to time).

Operation of Amanah Mudarabah Accounts

1. The Customer may, from time to time and at any time, request the Bank to open an Amanah Savings Account or an Amanah Mudarabah Term Investment Account by completing the relevant Amanah Account Opening Form and, in the case of an Amanah Mudarabah Term Investment Account, the Amanah Mudarabah Term Investment Account Application Form (the "Mudarabah Term Investment Application"). The Bank may accept or decline such request at its absolute discretion.
2. Only HSBC Amanah Accounts which the Bank has agreed will be an Amanah Mudarabah Account and which satisfy the minimum balance requirements as prescribed by the Bank from time to time shall qualify and be treated as Amanah Mudarabah Account. For different levels of average balances, the charges mentioned in 'A Quick Guide to Amanah Personal Financial Service Charges' will apply.
3. Under an Amanah Mudarabah Account, the Customer (being the owner of funds (the "Mudarabah Funds") or (the "Rab-al-Maal") authorizes the Bank (being the "Mudarib" or fund manager) to invest the Customer's funds in the Amanah Mudarabah Account according to the principles of Islamic Shariah in such manner as the Bank, in its absolute discretion, deems fit.
4. An Amanah Mudarabah Account may be in such currency and, in the case of an Amanah Mudarabah Term Investment Account, such amount, as approved by the Bank from time to time.
5. Investment and Profits
 - (a) The outstanding balance in an Amanah Mudarabah Account (the "Mudarabah Deposit") maintained by the Customer shall be invested by the Bank in a joint investment pool (the "Mudarabah Pool") together with funds from the Bank's equity and other depositors, and shall be managed and invested by the Bank in certain assets (the "Mudarabah Assets") on an unrestricted Shariah compliant basis.
 - (b) The profits ("Mudarabah Profits") realised as a result of the Bank's investment activity under sub-clause (a) above, shall be allocated between the Bank and the Customer, as follows:
 - (i) in consideration of the services provided by the Bank hereunder, the Bank shall be entitled to a pre-determined percentage share of the Mudarabah Profits, for the corresponding Investment Period determined in accordance with this Clause 5(b) (the "Mudarib's Profit Share");
 - (ii) the remaining Mudarabah Profit, after deduction of the Mudarib's Profit Share (the "Profit Amount"), shall be allocated amongst the Amanah Mudarabah Account holders' by reference to the weightings in accordance with this Clause 5(b) (the "Weightings"). The Customer's share of the profit will be determined in accordance with the per annum rate (the "Profit Rate") applicable to the relevant category to which the Customer's Mudarabah Deposits belongs and shall be paid on the relevant Profit Payment Date;
 - (iii) the Mudarib's Profit Share and the Weightings applicable to each category shall be determined by the Bank;

(iv) the updated and prevailing Mudarib's Profit Share and Weightings applicable to each category will be displayed in the Bank's branches, on the Bank's website or may be obtained from the Bank or otherwise in accordance with the Bank's prevailing practices. The Bank reserves the right to vary the Mudarib's Profit Share and/or the Weightings from time to time in accordance with the prevailing regulations and/or directives applicable to it and such variation shall be deemed to be effective upon the commencement of the Profit Calculation Period immediately succeeding such variation. The Customer shall be deemed to have accepted such variation if the Bank does not receive a request by the Customer to withdraw the amount in any Amanah Mudarabah Account within fifteen (15) days of the Bank displaying or otherwise making available information regarding such variation.

(c) 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, or any guaranteed repayment of any part or the entire portion, in respect of the Mudarabah Deposits. The Customer is aware that any balance in an Amanah Mudarabah Account (including the original Mudarabah Deposits) will be exposed to potential losses arising out of a loss incurred in respect of a Mudarabah Asset and that such losses may even affect the principal amount of the funds deposited by the Customers in an Amanah Mudarabah Account.

(d) Any losses incurred on the Mudarabah Deposits during a Profit Calculation Period shall be borne solely by the Customer. If, however, the Bank has also invested a certain sum in the Mudarabah Assets (whether from the Bank's equity funds or otherwise) 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 Mudarabah Assets. However, the Bank (as Mudarib) shall bear any loss attributable to its negligence or violation in the carrying out of its duties as a Mudarib under these Terms and Conditions. In the event that such losses occur during an Investment Period, the Bank shall not be entitled to the Mudarib's Profit Share for such Profit Calculation Period.

(e) The Profit Amount for: -

(i) an Amanah Savings Account or an Amanah Call Account shall be calculated at the end of every calendar month on the average balance of that Amanah Savings Account or Amanah Call Account for that month using a Profit Calculation Period of one (1) calendar month and shall be credited to the relevant Amanah Savings Account or Amanah Call Account on or before the day which falls 15 days after the last day of the relevant month; and

(ii) an Amanah Mudarabah Term Investment Account shall be calculated at the end of the relevant Investment Period (as specified in the Mudarabah Term Investment Application) or, if

- agreed with the Bank in the Term Investment Application, at the end of such Profit Calculation Period as specified in that Term Investment Application and shall be paid or credited to such account as is specified in the Term Investment Application on or before the day which falls 15 days after the end of the relevant Investment Period of Profit Calculation Period (as the case may be).
- (ii) Where the Mudarabah Pool is invested in the Bank's Murabaha Assets, it is understood and agreed that when the Customer is permitted to withdraw from the Mudarabah Pool, the Customer irrevocably assigns his/her portion of the investment (if any) to existing and future deposit-holders', under the concept of Takharuj.
6. Amanah Savings Account: If the Customer withdraws from the Mudarabah Pool, at a time in a month when the Mudarabah Profit for that Profit Calculation Period cannot be calculated, the Profit Amount for that Amanah Savings Account or Amanah Call Deposit may be calculated using the Profit Rate applicable for the immediately preceding Profit Calculation Period, and paid or credited to such account as soon as possible following the date of withdrawal of the deposit. The date such amount or amounts are paid shall be the "Profit Payment Date" for that Amanah Savings Account or Amanah Call Deposit.
7. Amanah Mudarabah Term Investment Accounts: -
- (a) (i) The Customer may withdraw the Mudarabah Funds from an Amanah Mudarabah Term Investment Account prior to expiry of the applicable Investment Period, subject to the condition that a minimum of one month must have elapsed from the date that the relevant Mudarabah Funds were deposited into the Amanah Mudarabah Term Investment Account ("Deposit Date") in order for the Customer to be eligible for a share in the Mudarabah Profits. The Customer shall be entitled to a share of the Profit Amount for the completed months of the Investment Period calculated in accordance with the provisions of Clause 5 above provided that for the purposes of calculating the Profit Amount payable on the completed months, the Profit Rate applicable to Mudarabah Savings Deposits shall be used; and
- (ii) the Bank will deduct the accrued profit of the first month as an administration fee as a compensation for premature termination of the Investment Period
- (b) In relation to an Amanah Mudarabah Term Investment Account, the following additional conditions shall apply:
- (i) the Customer shall select a fixed Investment Period (or such other periods approved by the Bank), provided that the minimum fixed Investment Period shall be one calendar month; and
- (ii) unless otherwise instructed to the Bank by the Customer 15 days before the expiry of the Investment Period, the deposit in an Amanah Mudarabah Term Investment Account will be renewed automatically on the same terms and conditions.

(c) The minimum limit for a Mudarabah Deposit in an Amanah Mudarabah Term Investment Account shall be determined by the Bank from time to time.

(d) These Terms and Conditions are subject at all times and are to be read, in relation to an Amanah Mudarabah Term Investment Account, in conjunction with the Term Investment Application.

8. The provisions of clauses 2, 4, 6, 7, 8 and 10 to 12 (all inclusive) in the section above (Operation of Amanah Current Account) shall apply mutatis mutandis to the Amanah Saving Accounts as shall be deemed incorporated into this section as if the same were set out in full herein.

Electronic Banking Services

The Bank may at its discretion provide electronic banking services to the customers such as issuing the Customer with a Bank ATM Card (the "Card"), Phonebanking, Internet Banking etc subject to the following terms and conditions.

1. The Terms and Conditions set forth herein govern all transactions performed by the Customer, by the Card or the Phonebanking or Personal Internet Banking services and are in addition to any other agreement(s)/account mandate documentation and the General Terms and Conditions for the operation of the HSBC Amanah Accounts. The transactions performed by ATM Cards are governed by the Terms and Conditions incorporated in the ATM Terms and Conditions. Separate Terms and Conditions are applicable for Personal Internet Banking. Customers agree that where they accept the Personal Internet Banking Service Terms and Conditions online they will be agreeing to accept and be bound by them and by any subsequent amendments.
2. The ATM Card shall at all times remain the property of the Bank and the Customer shall surrender the Card to the Bank immediately upon request. The Bank may with reasonable justification withdraw at any time all rights and privileges pertaining to the Card/Phonebanking/Personal Internet Banking Service.
3. The Bank is authorized but not obliged to act on any instructions given by telephone/internet which the Bank believes in its sole discretion emanate from the Customer, and which are accompanied by the use of the Personal Identity Number (PIN) or password. The Bank shall not be liable for acting in good faith on such telephone/internet instructions even where they are given by unauthorized individuals and the Bank shall be under no duty to verify the identity of any person giving instructions purportedly on behalf of the Customer.
4. The Card and PIN are issued to the Customer entirely at the Customer's risk, and the Bank shall bear no liability whatsoever for any loss/damage arising from the issue to the Customer of the Card or Phonebanking or Personal Internet Banking Service and respective PIN or Personal

- Banking Number (PBN) or password however caused unless the cause is the result of an error of the Bank.
5. The Customer shall at all times remain liable for any transactions made by use of the Card/Phonebanking/Personal Internet Banking Service and shall indemnify the Bank for all loss/damage however caused by any unauthorized use of the Card or PIN.
 6. Without prejudice to the provisions of Clause 4, the Customer shall exercise every possible care to prevent the Card and details of the PIN being lost or stolen and shall notify the bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case a lost or stolen Card/PIN is used prior to receipt of written notice of loss.
 7. The Bank's record of transactions processed by the use of the Card/Phonebanking/Personal Internet Banking Service shall be conclusive and binding for all purposes and acceptable as documentary evidence.
 8. The Bank shall debit the relevant HSBC Amanah Account with the amount of any withdrawal/transfer affected by use of the Card/Phonebanking/Personal Internet Banking Service. The Bank will permit withdrawals by ATM, telephone or internet instructions for transfers and third party payments up to a daily limit as determined from time to time by the Bank at its discretion.
 9. The Bank shall debit the relevant HSBC Amanah Account with all expenses arising from the issue of the Card as may be announced by the Bank from time to time and any replacement thereof.
 10. Cash withdrawals performed in countries other than Bangladesh will be subject to foreign exchange regulations and cash withdrawal fee as may be announced from time to time by the Bank.
 11. The Customer shall not disclose the PIN/Password to any other person.
 12. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Card or ATM arising out of the Customer's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.
 13. Any cheque(s) deposited shall be accepted for collection and the proceeds shall not be available to the Customer until the cheque(s) has/have been cleared, the proceeds paid to the Bank by the paying bank and credited to the relevant HSBC Amanah Account.
 14. The Customer shall be jointly and severally responsible for all transactions processed by the use of the Card(s) issued to one or more of them on joint account, notwithstanding any stipulation, which may have been made in the account opening mandate completed by them, requiring all parties to the HSBC Amanah Account to sign.
 15. The Bank shall be entitled to immediate return of the Card in the event of the Customer's death, bankruptcy, liquidation or closure of the relevant HSBC Amanah Account(s).
 16. No Phonebanking, Personal Internet Banking Services, ATM Card shall be available in relation to any account where more than a single signatory is required.

17. Any conversations relating to the Phonebanking services provided through personal banking representatives are recorded and retained by the Bank. By registering for the service the Customer hereby consents to the recording of the conversation.
18. The Bank assumes no responsibility for misappropriate usages of customers ATM Card/ Phonebanking /HSBC-net/Credit Card, etc.

General Rules

1. Opening an Account:

HSBC Bangladesh (the "Bank") at its sole direction may provide or continue any service and open and maintain any type or nature of account with a distinct number given by the Bank, whether held singly or jointly, in any currency, on the application of a person, company, partnership, society, unincorporated association or other enterprise, in the form(s) and on terms & conditions as may be prescribed by the bank from time to time. Nothing contained in these Account Rules makes it obligatory for the Bank to offer any or all of the accounts or services to all customers and it shall be the sole discretion of the Bank whether or not to offer, maintain or provide any account or service to a particular applicant, customer or group of customers at any time. The Bank also reserves the right to withdraw, partly or wholly, any service or close any account at any time, with or without notice to any customer(s), for any reason whatsoever and without disclosing the same. Customers must provide legitimate documents and information to the Bank during opening accounts and keep it up-to-date with the Bank after opening the accounts.

2. Nomination

Customers who maintain accounts with the Bank in their individual capacity must nominate, and in the case of joint accounts all jointly must nominate, one person to whom in the event of the death of the sole account holder, or the death of all joint account holders, the balance of the account may be paid, in a form, contents and on terms and conditions as required and/or acceptable to the Bank from time to time. In the event of any dispute, including but not limited to the unavailability or other issue in connection with a nomination for or payment from any account with the Bank in the event of the demise of the account holder(s), the Bank may make payment on an appropriate judicial order or succession certificate issued by the court or upon other terms and conditions as the Bank as require and /or acceptable to the Bank.

3. Delegation:

The Bank may permit a customer to authorise or delegate authority to operate, instruct or otherwise deal or transact with an account maintained with the Bank or availed of services from the Bank, on behalf of and in the name of the customer to a person or person(s) by a power of attorney, delegation of authority or other instrument, in a form, contents and on terms and conditions as required and /or acceptable to the Bank from time to time. The Bank is authorised and may rely on any instruction which purports to have been completed in accordance with the relevant signing authority, even if it appears to benefit a signatory to the instruction. A signing authority and any changes thereto shall not continue to be in force on the revocation thereof, or the death, dissolution, bankruptcy, incapacity, liquidation or winding up of a customer. A signing authority and any changes thereto shall not determine the succession, inheritance or right to the balances of the account.

4. Minor's Account:

An account may be opened by the Bank at its sole discretion in the name of a minor on the application of his/her natural guardian or by a guardian appointed by a court of competent jurisdiction, on terms and conditions required by the Bank from time to time. Upon the minor attaining majority, the right of the guardian to operate the account shall cease and any balance in the account will be held for benefit of and paid to the hitherto minor only.

5. Mandate (Joint Accounts only)

The joint HSBC Amanah Account holders agree that any liability whatsoever incurred to the Bank by any of the joint account holders in respect of the foregoing shall be joint and several. No Phonebanking, Personal Internet Banking Services, and ATM Cards shall be available in relation to joint account where more than a single signatory is required.

6. Closure of Account:

The Bank reserves the right at any time in its sole discretion without assigning any reason to discontinue relations with any customer with immediate effect, including but not limited to closing accounts, discontinuing all or part of banking and other services and facilities with a customer. A customer may at any time unilaterally close its or discontinue other services and facilities with the bank by written notice of closure. Upon closure or discontinuance, the Bank shall thereafter be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the customer and subsequently presented. The customer shall be held responsible for any and shall keep the Bank indemnified for all consequences resulting or arising from closure of an

account .Upon closure of an account, the customer shall forthwith return for cancellation or destroy all deposit advices, unused cheques, ATM cards and all other items or documents which have been provided by the Bank in respect of or by reason of the customer maintaining the account, services or facilities. In the event of death of a customer, generally it revokes automatically, any mandate for its operation. The Bank shall close the account of its customer and shall not pay against any cheques, bills or any financial products if the customer is adjudicated by the court as bankrupt or in case of a corporate customer, its business has been wound up. The Bank shall transfer the credit balance if any to his/her assignee, receiver, liquidator or as directed by any court of law (as the case may be).

7. Cheque Books:

- i. An application for a chequebook on a Savings / Current Account must be made on the Bank's requisition slip, duly signed by the account holder/s.
- ii. The Bank reserves to itself the right to refuse issue of chequebooks on accounts which are not maintained satisfactorily and also when an excessive number of cheques from the previous chequebook remain unused.
- iii. The attention of customers is particularly drawn to the conditions subject to which cheque books are currently issued as printed on the inside of the front cover of the cheque book.
- iv. Cheque serial numbers, account number and name of account holder printed thereon as well as number of cheque leaves should be verified before use. Cheque books should be kept preferably under lock & key and customer must immediately report to Bank of any loss of signed/ blank cheque/s to stop payment. A charge as per Bank's tariff will be recovered for recording stop payments.
- v. All alterations on a cheque should be authenticated by the drawer's full signature; otherwise payments of the cheques may be refused. The cheque will be returned unpaid if the drawer's signature differs from that on Bank's record. Any cheque drawn by the drawer shall be presented within reasonable time before the drawee bank and the related provisions of the Negotiable Instruments Act, 1881 in respect of cheque payments must be complied with.
- vi. Cheques should be written clearly and account holders should exercise care when drawing cheques and should not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable.
- vii. Bank will not accept 'Stale' or 'Post-dated' cheques for payments.
- viii. When new chequebooks are delivered to the customer by post, it will be according to the address record kept by the Bank. The Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.

8. Withdrawals:

The customer shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the customer's account to honour cheques presented on or debits made to the account or for carrying out the instructions relating to the account , and the Bank shall not be liable for any consequences for failure therefore. Cash withdrawals should be made on the printed cheque forms or through ATM card supplied by the Bank. The account should not be overdrawn nor should cheques be drawn against funds in course of realization unless, special arrangements have been made with the Bank. The Bank will not honour any cheques drawn by the account holders if in doing so the account would become overdrawn and in this circumstance the Bank reserves the right to debit the account with the charge for each returned cheque as per Bank's prevailing tariff.

All deposits or transfers to a customer's account effected by cheque or other instrument or means which are subject to clearance or confirmation are conditional upon final payments in cleared funds being received by the Bank, and the customer may not withdraw the amount proposed to be credited until final payment has been received by the Bank . If such final payment is not received by the bank, for any reason whatsoever, any conditional credit made to the customer's account pending final payment may be reversed, and the customer obliged to pay to the Bank immediately the amount of any drawings made against any conditional credit and shall indemnify the Bank in respect of actual cost, loss and liabilities incurred by the Bank as a result thereof .The bank is not liable, and the customer shall keep the Bank indemnified thereof, for any delay, actual cost, loss or liability resulting from any countermand, loss, dishonour defect or irregularity in any instrument lodged with the Bank for honour, presentment, protest or collection.

In general, a seven days prior notice is required to withdraw fund from 'Special Notice Deposit' account. Pre-mature withdrawals of Term Investments, Deposit Savings Schemes etc are subject to the Bank's and Government's respective regulations. Customers should be familiar with these regulations during they avail any of such products or services from the Bank. Bank will be not liable for any loss for such pre-mature withdrawals.

9. Customer Information:

- i. Customers should keep their personal data confidential and dispose of unwanted documents securely; and must not give their cheque books, ATM cards, PIN, A/C Statement, etc. to unauthorized person and keep them safely, if necessarily under lock & key.

- ii. The Bank will never ask customer for his/ her Password or PIN. If any customer receives such a request, he/ she should NOT disclose his/ her Password and should contact the Bank immediately.
- iii. The Bank as a member of the HSBC Group is required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any person or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any other member of HSBC Group to take into action which it or such other member, in its sole and absolute discretion considers appropriate to take in accordance with all such laws, regulations and requests.
- iv. The customer irrevocably agrees that the Bank may at its direction for any purpose, including but not limited to, in connection with its banking operations, administration and business, for data information, transaction, document and records collection, processing and storage, inside and outside its country of operation, fraud detection or prevention, suspicious activities, audit, inspection, provision of services by any third party, debt collection, or if required by any applicable judicial order or statutory provision, or governmental, statutory or regulatory authority with jurisdiction over the Bank or the member of HSBC Group, share any information, details, data or document relating to the customer or customer's account or transactions, with any member or associate member of the HSBC Group of companies.
- v. The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the customer for any recoverable loss or damage incurred or suffered by the customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any such information to the same extent as the Bank.
- vi. The Bank shall and third parties with permitted access to customer information shall observe customary bank-customer confidentiality duties. Notwithstanding the foregoing , the Bank may from time to time disclose information and documents relating to a customer and accounts to any governmental or regulatory authority with jurisdiction over the Bank or member of HSBC Group pursuant to any judicial order or laws and regulations prevailing from time to time.
- vii. The Bank and HSBC Group may abide by restrictions and sanctions imposed by the United Nations and governments , and the Bank may at its sole discretion refuse to open , maintain , transact, deal or

- otherwise become a party to any account ,activities or transactions that may directly or indirectly violate such restrictions and sanctions .
- viii. The Bank may make such enquiries from time to time ,in addition to those as may be required by law or regulations applicable to the Bank , the customer, the account or the service , as the Bank may consider appropriate in connection with the customer and account with the Bank .The customer agrees to provide the Bank with all such information ,particulars and documents as the Bank may require from time to time to satisfy itself in connection with the customer's status ,background and dealings with the Bank. The customer warrants that all particulars, information and documents which the customer has given or may give to the Bank from time to time shall be accurate, complete, correct and true and that the customer will notify the Bank of any changes thereto from time to time forthwith and in writing.

10. Miscellaneous:

- i. Each account will be allocated a distinct number which should be quoted by customers in when writing to the Bank with their authorized signatures for any banking transactions or services.
- ii. Customer transactions will be entertained according to the relevant regulations and Bank's standard procedures and during the normal banking hours that may be in force from time to time.
- iii. The Bank will not execute any customer instruction over phone, fax, and e-mail (unless standard indemnity arrangements are already in place).
- iv. Holder of Non-Resident accounts should advise the Bank immediately upon return to Bangladesh if they intend to take permanent residence in Bangladesh. Besides all FCY related transactions will be governed by local foreign exchange regulations.
- v. Current / Savings account which have not been operated in the Bank for a period of one year will be transferred from Active status to Dormant status. Current accounts being in Dormant status for one year will be transferred to Unclaimed account status. Dormant Savings Accounts will be transferred to Unclaimed status after two years. To activate the Dormant/ Unclaimed account customer must contact his/ her respective branch. The Bank will act in accordance with the provisions of section-35 of the Bank Company ACT 1991 for the unclaimed deposits.
- vi. For joint account, all statements are addressed to the first-named party. The Bank assumes no responsibility in this regard. In case of a dispute or disagreement between joint account holders, the Bank shall be entitled, in its sole direction, to suspend operations in any or all of the joint accounts until instructions are provided by all joint accountholders in writing to the satisfaction of the Bank.

- vii. Statements of accounts are issued monthly / quarterly in case of Current / Savings accounts respectively. If statements are requested in frequencies higher than the above or duplicate statements are required - charges will be levied as per current tariff.
- viii. The Customer agrees and undertakes to promptly examine each Statement of Account and check all entries and transaction therein and notify the bank in writing of any discrepancy, omission, incorrectness, or disagreement whatsoever arising from whatever cause, including fraud and forgery with regard to the transactions detailed in the Statement of Account within 15 (fifteen) days of receiving the Statement of Account. In the absence of any such notice in writing from the account holder, it shall be deemed that the customer has accepted all entries in the Statement of Account and waived any right to raise objection against the Bank relating thereto.
- ix. Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received will be ruled off and no further operations will be allowed till such time as the prohibiting order is removed.
- x. The Bank may without notice combine or consolidate account/s with any liabilities to the Bank and set-off or transfer any sum/s standing to the credit of such accounts or any other sum/s owing to the customer from the Bank in or towards satisfaction of the customer's liabilities to the Bank on any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
- xi. The customer confirms that the customer is the legal owner of all amounts deposited and instruments given for collection from time to time in the customer's account with the Bank and in the event the legal owner or owners is/are any other ,the customer undertakes to keep the Bank informed of its forthwith.
- xii. All fees, charges, out-of-pocket expense, legal or professionals fees, in respect of any account and service shall be at such rates and amounts as the Bank may from time to time prescribe or determine, and debited without prior notice or consent to any account of the customer.
- xiii. Any notice, demand, intimation or other communication by the Bank to a customer may be sent, in the discretion of the Bank, either by post, courier, telex, or personal delivery at the last known address of the customer as recorded with the Bank, and shall be deemed to have been delivered and received within three days of delivery.
- xiv. The Bank shall meet its obligations exclusively at the branch office where the account is maintained by a customer. The customer shall not have any recourse against the head office or any branch of the Bank outside Bangladesh in respect of any payment or performance of any obligation with regard to the accounts of the customer or services offered or provided to the customer from time to time by the Bank.

- xv. The Bank reserves the right to amend the terms and conditions, current tariff without any notice. Customers are expected to keep them updated with the current tariff including Government charges like – Tax, VAT, Excise duty, Stamp charges, etc.

These terms and conditions under the title “Account Rules” shall be governed by and construed in accordance with the laws of the land where the branch of the Bank to which, these terms and conditions are addressed and the customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the law of the land. Such submission shall, however, not prejudice the rights of the Bank to bring proceedings against the customer in any jurisdiction.

For further information please contact HSBC Call Centre: 880-2-9553053, 01199 88HSBC (4722), 01199 AMANAH (262624).