

## TERMS AND CONDITIONS FOR GULAK TERM DEPOSIT

These Terms and Conditions shall apply to the Gulak Term Deposit Product (“**Gulak**”), which the Account Holder(s) has placed with the Bank. The expression "Bank" refers to Habib Bank Limited, its pertinent branch and/or its successors and/or assignees and the expression "Account Holder" refers to the person(s)/legal entity who has opened account with the Bank and shall include his/her/their legal heirs, legal representatives, nominees, executors, administrators and permitted assigns in case of individuals and the successors-in profit and permitted assigns in case of companies, institutions and other entities.

1. Any Account Holder desiring to deposit the amount for Gulak with the Bank shall buy the product via the Konnect channels as per the process communicated by the Bank from time to time.
2. The Bank shall not accept any amount for Gulak from any person/legal entity who is not an Account Holder (current/saving account) of the Bank.
3. The Bank reserves the right to refuse or to accept any deposit without assigning any reason thereof.
4. Deposit shall be accepted for an amount equivalent to or exceeding the minimum amount prescribed by the Bank from time to time.
5. The profit/reward on Gulaks and the principal shall be automatically transferred to the account of the Account Holder upon maturity. No request for payment through any other means shall be acceptable to the Bank.
6. Account Holder agrees that Bank is liable to deduct applicable withholding taxes, income taxes and other duties levied by Government of Pakistan from time to time. Any understanding of Account Holder/customer contrary to these laws will not be accepted by Bank and Account Holder is required to be cognizant of the law of the land applicable to the deposit/ investment.
- 7.. Zakat, wherever applicable, shall be deducted in accordance with the Zakat and Usher Ordinance, 1980.
8. Account Holder(s) seeking exemption from deduction of Zakat shall submit “Declaration” on prescribed Performa at least one (1) month prior to the zakat deduction date, if not already provided while opening the account.
9. The Account Holder(s) acknowledge(s) that the Bank is required to comply with the anti-money laundering laws and regulations and the Account Holder(s) agree(s) to provide any information requested by the Bank for this purpose.
10. The Gulak under different variations are accepted/renewed and en-cashed as per rules and features of respective Gulak variant explained to the Account Holder.
11. The Bank reserves the right to change the rate of profit for any period without assigning any reason thereof unless specifically fixed at the time of placement of deposit.
12. The profit earned/accrued on Gulaks will be credited at set frequencies as specified in product features.

13. In the event of premature encashment, the principal amount will be transferred back to the Account Holder without any deduction (hidden fees / charges) however no profit shall be payable by the Bank in case of such premature encashment.

14. Tax on the advance profit (if any) deducted from the Gulak and paid to the tax authority will not be refunded by Bank. However, the Bank may provide a tax deduction certificate to the Account Holder upon request.

15. The method of calculating return/ profit is governed by the prevailing law of Pakistan and the regulations/ directives of the State Bank of Pakistan issued from time to time. 16. Accounts on which no transaction is done are marked "Dormant" after one (1) year of inactivity. Dormancy Condition can only be removed if the Account Holder(s) visits personally with identity documents, performs biometric verification as per regulatory requirements and conducts a debit transaction (withdrawal) from the account on the same day. Gulak that remains inactive (where there is no activity at Account Holder's end) for a period of ten years shall also be classified as "unclaimed" and surrendered to SBP as per the provisions of the Banking Companies Ordinance.

17. Any person(s) placing Gulak with the Bank shall be deemed to have read, understood and accepted the Account Terms and Conditions and the "Indicative" rates of profits payable on various deposits scheme as issued and amended/ revised from time to time, by the Bank.

18. Profit on Gulak will be payable at the indicative rates so declared and published by the Bank for the relevant period until its maturity.

19. Gulak are accepted in Pak Rupees by the Bank, for periods as specified by the Bank.

20. In case of death of an individual Gulak Account Holder, payment will be effected to the legal heir(s) in terms of valid Succession Certificate/ Letter of Probate/ Administration issued by competent Court of Law.

21. The Bank may at any time at its discretion and without notice, assert a lien and/ or exercise a right of set-off on any balance in a Gulak and apply it in full or any part thereof towards reduction or adjustment of any indebtedness, of whatsoever nature that may be owing to the Bank as a debtor/ guarantor.

23. Gulak is payable to the Account Holder named therein and is non-transferable/ non-negotiable.

24. The Bank shall be within its rights to make investment of the credit balances/ deposits in such accounts held by it in any manner at its sole discretion and to make use of the funds to the best of its judgment in the banking business.

25. The Account Holder will reimburse the Bank with any claims in respect of losses/ charges on the basis of half yearly/ yearly closing of the Bank's books of accounts as applicable to such accounts. The Bank would be within its rights to debit the amount(s) of such claims/ charges in settlement of the respective Gulak.

26. The Bank reserves the right to amend these terms and conditions in any manner from time to time and such amendments to these terms and conditions shall be intimated to the Gulak Account Holder(s) by means of a SMS sent to the Account Holder's registered number held on record with the Bank or by display on the Bank's website. The amended terms shall be deemed to have been accepted by the Gulak

Holder(s) upon dispatch of such SMS or upon display on the Bank's website. The amended terms shall immediately be binding upon all Gulak Account Holders.

27. Any change in the address of an Account Holder should be immediately communicated to the Bank.

28. The Bank is authorized to make such disclosures in respect of the Gulak as may be required by any court order or competent authority or agency under the provisions of applicable laws and/ or otherwise to safeguard the interests of the Bank.

29. If the Bank should retain advocates/ lawyers to enforce any of its rights or take other step concerning the Gulak, the Account Holder shall pay to the Bank all costs, charges, fees and expenses incidental thereto on a full indemnity basis and the Bank shall be entitled to debit the Gulak for recovery of such costs, charges, fees and expenses.

30. The provision of the Gulak and these Terms and Conditions shall be governed by the laws of Pakistan.