

TERMS & CONDITIONS GOVERNING GENERAL ACCOUNTS

These terms and conditions govern HBL's obligations to you as an Accountholder of HBL ("Accountholder") and your obligations to HBL as an Accountholder. These terms and conditions apply to all Accountholder accounts of whatsoever nature opened and maintained in Pakistani Rupees or any other currency including (but not limited to) saving accounts, current accounts, deposits, (referred to as "Account") with any of HBL's branches in Pakistan. Your signing, of the Account opening form, its documentation and these terms and conditions, on paper or digitally, as the case may be, shall be your agreement to HBL to open your bank account and to these terms and conditions and you agree to be bound by these terms and conditions and any amendments thereto from time to time made by the Bank and notified by the Bank.

1. Account Opening

- 1.1 A customer desiring to open an account in the Bank shall, along with the account opening form, provide such additional documents and information as required by the Bank, including without limitation, a copy of a valid CNIC/SNIC for local residents. NICOP/POC for Overseas Pakistanis, copy of Passport for foreign nationals with valid Pakistani Visa or any other proof of stay and ARC for Aliens. On expiry of existing CNIC/SNIC/NICOP/POC/ARC Passport a renewed/fresh copy of the same will be submitted by the Accountholder to relevant branch as early as possible.
- 1.2 A distinctive customer information number shall be allotted to each customer and a distinctive account number shall be allotted to each account. Customer information number or account number shall be quoted in all correspondence relating to the account holder and their account including without limitation at the time of making deposits or withdrawal.
- 1.3 All the Accounts maintained in the name of individual shall be operated singly by the individual or the Power of Attorney holder of such individual and in the case of joint accounts, by the Accountholders jointly, or by either of the joint-holder/s or as may be specified by the Accountholder/s in the opening form, or by their Power of Attorney holders and accepted by the Bank in its discretion.
- 1.4 In case of joint accounts, any change in operational instructions or any other information with regard to the Account Opening Form is to be given by all the joint accountholders irrespective of the mode of operation.
- 1.5 The Accountholder shall be solely responsible for the safe-keeping and confidentiality of the Statement of Account, balance confirmation certificate, cheque books, Debit Card, its pin, user ID and passwords relating to mobile and internet banking and such other items relevant or pertaining to the Account.
- 1.6 The Accountholder shall be responsible for maintaining a minimum monthly average balance for certain bank accounts. Failure to maintain the prescribed minimum monthly average balance may be subject to applicable charges in accordance with the SOBC, which charges shall be deducted by the Bank from the Account.
- 1.7 The Bank reserves the right to request Accountholders, from time to time, to show original copies of necessary documents to authorised officers of the Bank and to submit copies of such documents, and to update their customer information in accordance with the law.
2. The bank is authorised to verify, from time to time, with NADRA each Accountholder's CNIC and biometrics, and reserves the right to (i) suspend operation of your Account until your CNIC and biometrics are verified by NADRA and/or (ii) close the Account in case of non-verification by NADRA of your CNIC or your biometrics or of any part thereof.
3. Accounts on behalf of minor children may only be opened by such minor's parents or court-appointed guardian, who shall have title to such Account and who shall be responsible for all operations of the Account. When the Minor Accountholder attains the age of majority they shall close their account HBL Money Club Account and open a new account.
4. The Guardian of the Minor Account holder by operating the Account shall accept all deposits in the Account as gifts to the minor on behalf of the Minor Accountholder.
5. Cash withdrawals through HBL Money Club Debit Card shall be subject to prescribed limits, and the Bank reserves its right to revise the operational limit on HBL Money Club Debit Card from time to time.
6. There is no restriction on the number of accounts in each category (i.e. Pakistani Rupees or Foreign Currency) that customers can open, subject to rules & regulations for opening of each type of an account.
7. Illiterate persons, persons with shaky signatures, in addition of completing all requirements with HBL, shall complete an indemnity (FORM CD-50) and submit current photographs for identification. In order to operate the Account, such Accountholders shall visit the branch and carry out transactions, issue transaction instructions in the presence of Bank officials. However, in exceptional cases (as may be determined on a case to case basis by the Bank staff) the Bank may accept request for Account to Account transfers, issuance of Banker's Cheque/CDR from the Account from Accountholders who can sign/apply thumb impression in the presence of Bank officials. Illiterate Accountholders will not be liable for cutting and alterations on the cheques, provided such alterations are duly authenticated by the Accountholder imprinting their thumb impression/signature thereon in the presence of Bank staff.
8. Accounts by visually impaired person(s) (literate and illiterate) may be opened upon completion of all documents in the presence of an advocate/Notary Public.
 - 8.1 Illiterate, visually impaired/blind person shall operate the bank Account personally in the presence of a witness who has been duly appointed by them. The Accountholder hereby agrees that the Bank shall not be responsible for any losses, claims, demands and consequences that may arise out of operation in the absence of any witness. In case of a literate, visually impaired/blind Accountholder, the condition of presence of witness may not be required and is subject to provision of a duly witnessed undertaking by such Accountholder stating that they are responsible for all the transactions made in the Account.
 - 8.2 Visually impaired Accountholders, upon request may be allowed to appoint a person as their attorney or mandate holder to operate their Account, which appointment is subject to being duly witnessed by a person known to such Accountholder in the presence of Bank staff.
9. The opening and operations of special type of Accounts such as Attorney Accounts, Accounts opened under Order of Court of Law, Executors and Administrators Accounts and Escrow Accounts shall be subject to conditions specified when such Accounts are opened.
10. Accountholders shall at their own cost and expense comply with all applicable laws, rules and regulations in operating the Account and in exercise of their rights hereunder.
11. All Accounts are subject to requirements of applicable laws, rules and regulations.
12. In the event the bank receives contradictory instructions from any of the joint accountholders, Account operations will be allowed only on the instructions of all of the Account signatories.
13. Collection Accounts may be opened for cash management customers with periodic instructions to remit funds to a central Account. Cheque books are not normally issued on such collection accounts.
14. Subject to this clause 13, in the event of death of an Accountholder, the Account shall be classified as a deceased account and account operations shall be suspended. The credit balance therein shall be payable to the legal heirs of the deceased Accountholder in accordance with a duly issued succession certificate.
 - 14.1. In the event of death of one of the accountholders of a joint account with the "Either or Survivor" mandate, the surviving accountholder shall be allowed one time access to the Account and balance in such an account shall be payable to the surviving account holder.
 - 14.2. In the event of death of a sole-proprietor, the Account shall be classified as a deceased account and the credit balance in the Account shall be paid to the legal heirs of the deceased proprietor in accordance with clause 13.
 - 14.3. If a partner in the firm for which the account has been opened, ceases to be a partner in the firm, the Bank shall close the Account unless the partnership deed of such a partnership provides otherwise.
 - 14.4. In the event of the death of a guardian of an HBL MoneyClub Account, if the minor has not attained the age of majority then account operation shall be suspended until the minor attains age of majority or a court appoints a guardian for operation of such account, in accordance with a certified copy of court order for appointment of a guardian for operation of such bank account. If the minor has attained age of majority, then the balance in such account shall be transferred to them.
 - 14.5. In the event of death of a Minor Accountholder, the Account and/or the MoneyClub Account, as the case may be, shall be classified as a deceased account and account operations shall be suspended. The credit balance therein shall be payable to the legal heirs of the deceased Minor Accountholder in accordance with a duly issued succession certificate.
15. Service charges shall not be applicable on those Accounts which are EXEMPTED by the Bank, or under the law from time to time, and includes (without limitation) Basic Banking Accounts (BBA) & Regular Saving Accounts. The opening and maintenance of such Accounts shall be free of charge and there will be no condition for maintaining a minimum balance for existing and new Accounts. The Bank reserves the right to deduct applicable Bank's product and service charges on all types of accounts, products and services offered to the Accountholder(s) in accordance with applicable Schedule of Bank Charges (SOBC), as amended from time to time. The Bank shall notify the Accountholder of changes in the SOBC, if any, on a half yearly basis, by providing thirty (30) days prior notice to the date when the revised SOBC come into effect, and as and when it deems necessary. The SOBC shall be available on the Bank's official website and at each branch location.
16. The Bank may accept deposits from residents and non-residents which include, Pakistani and foreign nationals (singly or jointly).
17. Transaction charges shall be applicable on designated Accounts in local currency where the total number of Accountholders initiated debit transactions exceeds the prescribed number of transactions for the Accounts as detailed in the SOBC. Transaction charges are also applicable where the balance falls below the limit set during the month or as determined by the Bank, from time to time. Bank initiated debit transactions are exempted from transaction charges.
18. The Bank, without assigning any reason, reserves the right to close the Account by giving reasonable written notice to the Accountholder, unless the Bank is required to close the Account immediately, in accordance with the law. Any credit balance in the Account due in favour of the Accountholder shall be sent to Accountholder to the mailing address on record, by a bank draft/pay order in full discharge of the Bank's liability in respect of the Account. All products and services linked to the Account shall stand terminated upon closure of the Account. Such

closure of the Account shall not prejudice any rights of the Bank that arose prior to account closure.

19. In the event an Accountholder does not operate their Account for one (1) year or no transaction has taken place for one (1) year, including through alternate delivery channels, the Account shall be classified as inoperative under written notice to the Accountholder. No debit transactions/withdrawals initiated by the Accountholder shall be permitted therein, and the Bank may allow credit entries therein. In order to reactivate an account classified as inoperative, the Accountholder shall (i) visit their home branch, (ii) submit a duly signed Additional Request Form, and (iii) submit a duly attested of their CNIC/NICOP/Passport.
20. During the period that the Account is classified as inoperative pursuant to this clause 19, the Bank reserves the right to charge applicable charges on the ATM/Debit Card issued to the Accountholder, and on all linked products and services activated by the Accountholder, including (without limitation) phone banking services, and mobile banking services.
21. In the event Current/Saving/Term Deposit Accounts remain inoperative for a period of 10 years, the balance in the Account shall be classified as 'unclaimed', which shall be surrendered to the State Bank of Pakistan in accordance with the Banking Companies Ordinance, 1962 and applicable laws, rules and regulations, as amended from time to time. Cheques, drafts or bills of exchange, including an instrument drawn by one branch of the Bank for which no payment has been made in respect thereof for a period of ten years from the date of issue, certification or acceptance, then the balance/payments thereof shall be surrendered to the State Bank of Pakistan in accordance with the Banking Companies Ordinance, 1962 and applicable laws, rules and regulations amended from time to time.
22. Any sum of money to be deposited in the Account must be deposited with a paying-in-slip with the name of Accountholder and Account number to be credited. Such deposits must be made at the branch cash counters only. The Deposit Slip shall only be valid if it is manually signed or by authorised official/s of the Bank, and stamp of the Bank is affixed on the counterfoil/customer copy of the paying-in-slip. The depositor should satisfy themselves that he has received proper receipt for the deposit duly signed with the Bank's stamp affixed on it. Certain branches have the facility of printing transaction details on the paying slip for Accountholder's verification.
23. Accountholders can withdraw from their Account by means of printed cheques supplied to them by the Bank for the particular Account or through other Alternate Delivery Channels such as ATMs, Phone Banking, & Internet Banking, etc., that are made available by the Bank. The Bank reserves at all times the right to refuse payment of cheques, which are not in order.
24. Cheques should be signed by the Accountholder / or the authorised signatory (s) and their signatures should match the specimen signatures in Bank record and any alteration(s) thereon must be authenticated by drawer's full signature.
25. Cheques deposited after six (6) months of the cheque date, post-dated, stale, defective and mutilated cheques shall not be honoured by the Bank.
26. The Accountholder undertakes to keep the cheque book(s) and ATM card provided by the Bank in a safe and secure manner at all times. It is the Accountholder's responsibility to maintain the secrecy of the PIN codes allocated to them. Cheque books must be in the safe custody of the Accountholder. If the cheque and/or ATM card is stolen, lost or misplaced, the Accountholder shall inform the Bank of such loss immediately, until which time the Bank shall not be liable for any loss incurred by the Accountholder(s) as a result of such loss.
27. The Bank may accept stop payment instructions from an Accountholder in writing as instructed on the Additional Request Form which shall specify inter-alia (i) Cheque Number (ii) Date (iii) Payee's Name (iv) Amount, where the Accountholder has lost the relevant cheque/s or any other circumstances in which it is allowed by the law. Stop payment charges shall be levied in accordance with the SOBC.
28. The Bank reserves the right to outsource certain functions to third party for the provision of efficient services.
29. The Bank shall preserve the secrecy of Account Information. Notwithstanding the obligation to preserve the secrecy of the Account, the Accountholder hereby irrevocably authorises the Bank to disclose, as and when the Bank is required to do so in order to comply with the applicable laws (including but not limited to disclosures for the purpose of credit review of any Account service/s or credit facilities received by the Customer from the Bank whether singly or jointly with others or otherwise), any information relating to the Accountholder, their Account(s) or other assets or credit facilities whatsoever held on the Accountholder's behalf to:
 - 29.1 The head office, affiliates or any other branches or subsidiaries of the Bank, its head office or any other branch of the Bank under a duty of confidentiality to the Bank;
 - 29.2 Any exchange, market or other authority or regulatory body having jurisdiction over the Bank, its head office or any other branch of the Bank or over any transactions affected the Accountholder or the Account
 - 29.3 Any party entitled by law to make such demand or request;
 - 29.4 Any person with whom the Bank contracts or proposed to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the terms and conditions;
 - 29.5 Any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of services in respect of the Account(s) or in connection with the operation of the Bank's business;
 - 29.6 Any person employed with or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Accountholder or providing services to Accountholders or processing transactions pertaining to the Accounts;
 - 29.7 Any government/regulatory/judicial authority/agency in case of default.
30. The Accountholder hereby agrees and consents that the Bank shall be entitled, in connection with the Accountholder's application for any Account, facilities or services provided by the Bank, or during the course of the Accountholder's relationship with the Bank, to obtain and procure information pertaining to the Accountholder or any of their/its Accounts, legal or financial position from whatever sources available to the Bank.
31. Statement of Account(s) shall be provided free of cost, to the Accountholder by post or digitally on half yearly basis for Accounts with balance of Rs. 10,000/-. Accounts wherein the balance is less than Rs. 10,000/- Statement of Accounts shall only be mailed at the end of the year. Requests for any additional statements which fall outside the prescribed frequency shall be charged in accordance with the SOBC.
32. The Bank reserves the right to standardise and maintain one mailing address under each category of residential, mailing and office addresses across all delivery channels for each Account. If a request for change of address is received from an Accountholder, the same shall be updated for all delivery channels. The Bank shall not be liable for any losses incurred by the Accountholder, in case the Accountholder fails to notify the Bank of change of address.
33. Contents of the Statement of Account(s) shall be deemed correct unless any discrepancy or error therein is notified in writing to the Bank within 45 days from the date of dispatch of the relevant statement. The Accountholder/s are requested not to make any entries or alteration(s)/correction(s) in the Statement of Account.
34. The Bank shall endeavour to collect cheques/other instruments as promptly and carefully as possible and in case of delay or loss in collection of cheques, the Bank shall follow-up with the drawer institution for swift resolution. However, the Bank shall not be liable in case of any loss or delay caused by reasons beyond its control. Instruments that have not been cleared through credited in the Account, shall not be drawn against the Accountholder. Even if such instruments are credited and/or allowed to be drawn against, the Bank reserves the right to debit the Accountholder's Account, if these are not realised subsequently.
35. Cheques and other instruments, deposited by the Accountholders, which have been dishonoured will either be collected by the Accountholder in person or through an authorised representative bearing his authority letter or returned by registered post or courier service at the last recorded address of the Accountholder with the Bank as the case may be.
36. In the event of an instrument deposited in the Account, which has been advised as paid, is returned for any reason whatsoever at any time, the Accountholder shall immediately refund the proceeds thereof and shall indemnify and hold the Bank harmless against all losses and costs by reason of, in connection with or arising directly or indirectly thereof, and the Accountholder hereby authorises the Bank to set-off amount and expenses, in accordance with the terms and conditions.
37. The Bank shall take care to ensure that credit and debit entries are correctly posted in the Account. In the event of any error, the Bank reserves the right to make correct adjusting entries and recover any amount due from the Accountholders in accordance with these terms and conditions.
38. Any change in the address of constitution of the Accountholder Account should be notified to the Bank by the Accountholder in writing immediately.
39. The Accountholder wishing to close the Account and wanting to draw the balance amount must return all unused cheques relating to the Account. Alternatively, the Accountholder shall inform the Bank in writing that the unused cheques have been destroyed. Any HBL Debit Card(s) issued on the Account must also be surrendered.
40. If an Accountholder wishes to transfer the Account to another branch of HBL, they shall open a new Account in the branch of their choice and close the existing Account after completing all the formalities. The transfer of funds along with up-to-date profit, shall be transferred by the Account closing branch to the new Account free of cost.
41. The Bank may transfer Accountholder accounts to other branches in case of branch closure/mergers without affecting the profit, if any, accruing in the Account, as the accumulated products for unaccounted period would be transferred to the receiving branch along with the credit balance, on the date of transfer.
42. All deposits and payments whether in Rupees or foreign currency are governed by and are subject to the laws in effect from time to time in Pakistan. The Bank shall not be responsible for any loss or damage to funds deposited by the Accountholder due to any government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond the Bank's control.
43. Notwithstanding any provision to the contrary contained herein, the Bank may at any time with notice to the Accountholder assert a lien on the funds with regard to any indebtedness owed to the Bank whether matured or not matured, and the Accountholder hereby authorises the Bank to consolidate all accounts in which the Accountholder is beneficially entitled, irrespective of the currency or currencies involved, and set-off the amounts available in any such Account against the liability of a corresponding amount payable by the Accountholder to the Bank in any other Account. If a shortfall or deficiency arises in favour of the Bank, the Accountholder shall be bound to pay the same forthwith upon first demand by the Bank. Any statement of

- Account rendered by the Bank showing set-off shall (except for any manifest errors) be conclusive evidence against the Accountholder. The Accountholder agrees that in addition to any right of set-off and any similar expressed or implied right, the Bank may at any time, as a continuous right, debit the Account with any amount payable by the Accountholder to the Bank, whether such an Account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit. Joint Accountholders shall be jointly and severally liable to each other and in respect of each other's liabilities, and each Accountholder is hereby agrees to guarantee the obligations of the other holder or such joint account.
44. In the event the Bank incurs any liability on the Accountholder's request, the Bank reserves the right to mark a lien on all funds, monies, securities and other properties of whatsoever nature belonging to the Accountholder in the possession of the Bank for the due repayment of such liability. In the event of any default by the Accountholder, the Bank with appropriate notice to the Accountholder may take such steps to dispose or realise the assets and properties as it may deem fit and use the proceeds of such disposal or realisation in settlement of all outstanding against the Accountholder.
45. The indemnities as stated in this account opening form shall survive and continue notwithstanding Account closure and termination.
46. The Bank is not liable for any loss, damage or claim arising on account of any error in its systems or products due to failure of electricity or computers or for any other reason whatsoever which prevents the Bank from making available any of its services/products to Accountholders on a particular day or for any period.
47. The method of calculating return/profit under the profit/loss sharing scheme is governed by the Bank rules under prevailing regulations and directives of the State Bank of Pakistan and are subject to change without prior notice.
- 47.1 The profit/loss, earned/incurred on PLS accounts shall be credited/debited as determined by the Bank at its sole discretion on the basis of its networking results at the end of each halfyear/year, within a reasonable time from the date of closure of half yearly/yearly books of Accounts of the Bank.
- 47.2 Return/profit on Accounts closed before June 30 and December 31 shall be paid for the relevant period, after the rates are finalised. All returns/profits shall be of a provisional nature until finalised by the Bank. The Accountholder undertakes to reimburse the Bank with any claims in respect of losses on the basis of half yearly/yearly closing of the Bank's book of Account. The Bank would be within its right to debit the Accounts with the amount(s) of such claims in settlement of business Account of the Bank. In case any Account becomes overdrawn, the bank will charge interest or mark-up on the overdraft, at a fixed or floating rate as agreed with the Account for a regular facility and in case of a temporary overdraft, the standard rate generally fixed by the bank for TODs will be charged, in accordance with prevailing rules and regulations.
- 47.3 Profit calculation on PLS Saving Accounts will be on monthly average balance.
- 47.4 Profit calculation on HBL Daily Munafa Account/Daily Progressive Account would be on end of day balance, whereas profit pay-out frequency would be monthly.
- 47.5 Profit calculation on HBL Value Account would be on monthly average balance, whereas profit pay-out frequency would be quarterly.
- 47.6 Profit on HBL Rutba Account shall be calculated on monthly average maintained in the Accountholder's Account which will be paid out monthly on the first day of every month in their Account.
- 47.7 Profit on HBL Nisa Savings Account shall be calculated on average daily balance by HBL and shall be paid on a monthly basis.
- 47.8 Profit on HBL Mahana Arndan Account shall be calculated on daily day end balance maintained in the Accountholder's Account which will be paid out monthly on the first day of every month in their Account.
48. Zakat wherever applicable shall be deducted on valuation dates from the accounts having balance in excess of the exempted limit as declared for that particular Zakat year. Declaration on the prescribed pro forma for exemption of deduction from Zakat should be registered with the Bank at least one month prior to the valuation date (i.e. one month prior to or as per Zakat rules applicable from time to time).
49. Foreign Currency Bank Accounts may be opened in currencies other than Pak Rupees as permitted by the State Bank of Pakistan, and such Accounts shall be opened and maintained in accordance with the Foreign Exchange Regulations Act of 1974, and the foreign exchange regulations and directions as issued from time to time.
50. Applicable taxes shall be recovered from the Accountholders as per prevailing rates in accordance with applicable laws.
51. No service charges are applicable for ATM withdrawals carried out from the Bank's own ATMs. However, the Bank may recover charges on other services, for e.g. Funds Transfer, Biometric Operation charges and for cash withdrawal carried out by ATMs of other banks.
52. HBL DebitCard/ATM cards shall be issued to individual Accountholders and Sole Proprietors (joint with single signing mandate) Accountholders only, which shall be subject to inter-alia card issuance fee and annual renewal fee.
53. HBL DebitCard/ATM cards shall be used to carry out transactions at POS terminals, e-commerce merchants, and any other Alternate Delivery Channels (ADCs) in Pakistan and except PayPak DebitCards, may also be used outside of Pakistan. HBL DebitCard/ATM cards shall be used at Automated Teller Machines (ATMs) of any bank whether in Pakistan or except Paypak DebitCards, outside Pakistan, which carries the payment network logo.
54. These terms in addition to and not in substitution for the specific terms and conditions, rules and regulations, procedures of the Bank governing various types of Account(s), and all other products, term deposits, deposit schemes and services offered to Accountholders from time to time.
55. The Accountholder should immediately advise the Bank as soon as they leave Pakistan for permanent residence abroad. On receipt of such information, the Account shall be classified as non-resident account and all deposits and withdrawals will be subject to applicable laws, rules and regulations as amended from time to time with regard to non-resident accounts.
56. The Bank reserves the right to refuse to open an account without assigning any reason.
57. The Bank reserves the right to add or alter any or all of these Terms and Conditions by providing thirty (30) days prior notice to the accountholder before the change takes effect and also after displaying the amendments on the branch notice board, Statement Of Accounts, Bank's website (www.hbl.com) and/or communication to the Accountholder through advertisement in the newspaper, depending on the nature of amendment. Accountholders are directed to visit the branch or the Bank's website upon receipt of the Bank's notice of revised Terms and Conditions to familiarize themselves with the same.
58. The Bank reserves the right to close an Account with an Accountholder who is not willing to provide FATCA information. This includes submission of foreign tax in forms. The Bank shall have the right to disclose personal information of Accountholder's account, directly or indirectly to Foreign Regulator of Tax Authorities (or his representatives or agents) or any other authority or jurisdiction deemed necessary by the bank of whatever nature.
59. All business telephone calls made by Accountholders/dealers and/or brokers to our Treasury Department and/or Call Centre will be recorded and shall commence with the following automated message: "your conversation is being recorded", after which the entire conversation between the parties will be recorded.
60. The Bank shall be entitled to rely upon without further enquiry, any communication which the Bank believes in good faith to be given or made by the Accountholder by any means, irrespective of any error or fraud contained in the communication or the identity of the individual who sent the communication and the Accountholder shall indemnify and hold the Bank harmless from and against all actions, proceedings, costs, claims, demands, expenses or losses of any nature (direct or indirect) which the Bank may suffer, incur or sustain as a consequence of accepting and/or acting upon any such communication.
61. The Accountholder expressly acknowledges that it is fully aware and cognizant of the various risks (e.g. technical forgery, programming of bogus fax numbers or e-mail address) inherent and associated with notifying the Bank by facsimile/ e-mail and various fraudulent activities arising from and out of such transmissions or communications and is fully prepared to accept such risks. The Bank shall not be liable for any risks related thereto. The Accountholder hereby fully, irrevocably and forever waives, releases, discharges, relinquishes the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that the Accountholder may have against the Bank (if any) which arises or may arise as a result of the Bank acting or refraining from acting on any notifications received by the Bank under these Terms and Conditions through facsimile/e-mail.
62. The Bank shall be obliged to perform such duties and only such duties as are specifically set forth herein, and no implied duties or responsibilities shall be read or implied into this agreement. Notwithstanding any other provision elsewhere contained, the Bank does not assume any obligation or relationship of agency or trust hereunder with the Accountholder or any other person.
63. The provisions contained in each clause and sub-clause of these Terms and Conditions shall be enforceable independently of each of the other and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
64. The Bank may at any time assign, transfer or sub-participate (including by way of novation) any of its rights and obligations hereunder.
65. This Account Opening Form, the Terms and Conditions and all banking activities in the Account shall be governed by and construed in accordance with the laws of Pakistan, without any application or reference to principles of conflicts of law. The Accountholder and the Bank submit to the jurisdiction of courts in Pakistan and they agree that any legal action, suit or proceeding with respect to Accounts shall be brought in Courts of Pakistan.
66. In the event of any inconsistency, conflict or ambiguity between the original English Terms and Conditions and its Urdu translation, provisions of the English version shall prevail.
67. Information about application for third party products provided through HBL at its branches or on its websites should not be used for investment advice and do not constitute an offer to sell or solicitation of an offer to buy any securities or other financial instruments or any advice or recommendation with respect to such securities or other financial instruments. When making a decision about any investments, the Accountholder should seek the advice of a professional financial adviser.
68. Subject to provisions of these T&Cs, the Bank may collect, use and disclose their personal data, which have provided in this form, only after securing specific, express, prior consent from the Accountholder, for providing the following marketing material to them:

68.1 Information sent by the Bank about HBL's products and services, including updates on our latest promotions and new products and services.

68.2 Information sent by the Bank on alliances with third parties' products and services, such as updates on their latest promotions and their new products and services.

This information may be shared with the Accountholder through (a) email (b) text message (c) phone call and/or (d) social media. Please note that data may be sent through outsourced vendors, and security measures in accordance with the law shall be used to protect any personal data that may be disclosed for that purpose. If the Accountholder does not want their personal data used for marketing purpose, please contact the bank to withdraw this consent for use and disclosure of their personal data by calling the Bank's customer service number.

69. The Accountholder shall not carry out any foreign outward remittances from their HBL Asaan Account.

70. Accountholder eligible for insurance coverage are subject to maintenance of a monthly average balance. For more details on the insurance coverage, please refer to <https://www.hbl.com/hblnisainsurance>. The Bank reserves the right to discontinue the insurance feature at its sole discretion.

71. The Account holder acknowledges that the bank complies with all applicable international, regional, and national laws, regulations, and sanctions programs, including but not limited to those imposed by United Nations, European Union, OFAC, Pakistan and other relevant authorities (collectively referred to as "Sanctions").

72. The Account holder warrants and represents that he/she/it is not, and shall not engage in any transaction, business, or activity that involves or supports, directly or indirectly, any individual, entity, or country subject to Sanctions.

73. In the event that the bank determines, in its sole discretion, that any Account activity, banking transaction or any activity of the Account holder is in violation of the Sanctions, HBL reserves the right to take any appropriate action in accordance with applicable laws and internal policies/procedures of the bank, including but not limited to terminating the Account and related services, and reporting such activities to the relevant authorities.

74. The Account holder agrees to provide accurate and up-to-date information to the Bank, including but not limited to personal identification, beneficial ownership details, and any other information required for compliance with Sanctions.

75. The Account holder further understands and acknowledges that the Bank may conduct periodic screenings of account activity and transactions for the purpose of identifying any potential Sanctions violations, and the Account holder agrees to cooperate fully with any such investigations and provide all information, records, documents required.

76. The Account holder agrees to indemnify and hold the bank harmless from any and all claims, damages, losses, liabilities, and expenses arising out of or in connection with any violation of Sanctions by the Accountholder, or any third party acting on their behalf.

77. The bank reserves the right to block the Accountholder's Digital Account if the Accountholder fails to verify their biometrics within 60 days of opening of their bank account; and account operations shall be allowed after the Accountholder has verified their biometrics in accordance with applicable laws.

HBL AsaanAccount Terms and Conditions

1. The Accountholder shall not carry out any foreign outward remittances from their HBL Asaan Account.

2. The Accountholder acknowledges that HBL Asaan Account is subject to monthly total debit and total credit limits, as prescribed under the law; and accordingly, the bank reserves the right to decline any debit or credit transactions that may result in breach of the prescribed regulatory limits. Credit transactions beyond total credit balance limit in case of inward remittances in Asaan Account may be allowed, subject to proper analysis of transaction and evaluation of risk by the bank. Credit of any profit/ return on deposit in the Asaan Account beyond total credit balance limit are allowed.

3. Bank charges, government taxes or levies and instructions issued under any law or from the court will not be subject to debit or withdrawal restriction beyond total regulatory threshold for debit

HBL Prestige Terms & Conditions

1) Onboarding/Upgrade Eligibility

i. For NTB customers, the account holder must fulfill the balance requirements in accordance with the prestige account's predetermined criteria, as defined in Schedule of Bank Charges (SOBC).

ii. For ETB customers, the average balance for the previous 12 months and the period-end balance must be maintained in accordance with the prestige's predetermined criteria, as provided in SOBC.

1.1 If the account holder fulfills the aforementioned requirements, he or she will be qualified to receive benefits under the terms and conditions applicable to Prestige accounts.

1.2 World Elite Debit Card and Prestige Cheque Book are offered upon request to Prestige Account(s) holders.

2) Downgrade

2.1 In order to be eligible, Prestige customers must fulfill the balance requirements in accordance with the prestige's predetermined criteria as provided in SOBC.

2.2 The accounts will be downgraded if the balance is not maintained in accordance with the prestige qualifying criteria. The downgrade exercise will be carried out on a calendar quarterly basis.

2.3 In accordance with the SOBC, HBL shall be permitted to take a Prestige * Retention/ Membership Fee from the account(s) of the Prestige Accountholder(s).

2.4 After the account is downgraded, active World Elite Debit Card holders will be charged a quarterly *retention/membership fee, according to SOBC, and they will still be able to use their cards until they expire. However, if the card is lost, stolen, damaged, or on Annual renewal, the World Elite Debit Card will not be issued. The client will receive a Gold Debit Card.

2.5 There will be a membership fee for all active World Elite Debit Cards if there are joint accounts.

2.6 In the event that the customers return their World Elite Debit Card, no membership fee will be charged.

2.7 The World Elite Debit Card will be blocked upon surrender, and the customer may select another debit card from the ones that are offered.

Roshan Digital Account for Non-Resident Pakistani & Resident Pakistani Terms & Conditions (NRVA/FCVA, Blue Collar & FCRDA)

1. Debits and credits into the Account shall be subject to provisions of the Foreign Exchange manual issued by the State Bank of Pakistan, as amended from time to time and as per SBP instructions regarding RDA.

2. Local credits into the Account are not permissible, except for proceeds of and from permissible investments, i.e., principal and profit thereof, made from and deposited directly into their Account and any other proceeds that may be permitted by the regulator from time to time.

3. Funds, comprising principal funds and profits thereof, received in the Account shall be repatriable only in accordance with laws of Pakistan.

4. The Account shall be opened and maintained by eligible overseas Pakistanis and certain eligible resident Pakistanis only; and in the event an Accountholder ceases to be eligible to open and maintain RDA Accounts, the Accountholder shall close the Account immediately and the Bank reserves the right to close such Account with immediate effect.

5. Accountholders who apply for various investment as permissible by SBP opportunities in Pakistan through their Account shall be solely responsible for assessing the suitability of their investments according to their own circumstances and investment objectives.

6. Investment in the various investment opportunities in Pakistan by non-resident Pakistanis may be materially different to investments in schemes in the country of residence of Accountholders and accordingly are subject to other risks (such as change of laws, foreign exchange regulations, including changes in government or central bank policies). Placing deposits in a currency other than in the currency of the country of residence of the Accountholder may also expose the Accountholder to exchange rate risks.

7. Accountholders may not be entitled to protection in their country of residence for funds deposited or invested in various investment opportunities in Pakistan.

8. Upon submission of a signed account opening form and verification of the Accountholder's identification document(s), the Bank will assign an account number to the Accountholder and provisionally open the account. The provisional account will remain inactive and no transactions will be permissible in the bank account until the Account has been activated. The Account will be activated by the Bank after verification of all information and documents necessary for opening, maintenance and operation of the Account, and completion of customer due diligence to the satisfaction of the bank.

9. Blue Collared Roshan Digital Accounts shall be subject to regulatory thresholds for foreign inward remittances per month as may be revised from time to time.

HBL Asaan Digital Account Terms and Conditions:

1. Asaan Digital Accounts are subject to a maximum credit balance limit & monthly debit limit of PKR 1,000,000.

2. Inward and outward remittances are not permissible in HBL Asaan Digital account, and the Bank shall not be liable for any loss or damage suffered by the Accountholder or any other person in the event remittances to or from any Asaan Digital Account are not processed.

HBL Asaan Digital Remittance Accounts Terms and Conditions:

4. Asaan Digital Remittance Accounts are subject to a maximum credit balance limit of PKR 3,000,000.

5. Asaan Digital Remittance Accounts are subject cash withdrawal limit of PKR 500,000 per day.
6. Asaan Digital Remittance Accounts are subject fund transfer limit of PKR 500,000 per day from ADRA to any other account.
7. Asaan Digital Remittance Accounts can be fed through local credit to the extent of PKR 1,000,000 per month
8. Commercial remittances will not be accepted in Asaan Digital Remittance Accounts.

HBL Freelancer Digital Account Terms & Conditions:

1. HBL Freelancer Digital Accounts are subject to monthly transactional limit of USD 5,000 or equivalent (debit & credit limits shall apply separately).
2. HBL Freelancer Digital Accounts are subject to cash withdrawal limit of PKR 500,000/- or equivalent per day.

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