

BANKING INSTRUCTIONS BY TELEX/FACSIMILE/PHONE

1. Unless, I instruct the Bank in writing to the contrary, the Bank is authorized but not obliged, to act on my banking instruction (including any instructions required by or, given by me, in relation to these terms and condition unless these terms and conditions otherwise expressly state to the contrary) transmitted through a telex or facsimile machine.
2. I authorize the Bank (at its absolute discretion) to follow/act on my oral or touch tone instructions (including any instruction required by or, given by me in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary). The Bank may in its absolute discretion require that written confirmation of my oral instruction(s) be received by it within such period as the Bank may specify.
3. The joint account shall be opened by all its owners or by one person holding a power of attorney from the owners of the joint account duly authenticated by an official specialized authority. Withdrawal from such account shall be affected according to the agreement of the account owners.
4. I shall release the Bank from and indemnify and hold the Bank harmless from and against all action, suits, proceeding, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequences of, or in any way related to:
 - i. the Bank having acted in good faith in accordance with my written facsimile, phone or Fax & Email instruction(s) notwithstanding that such instruction(s) may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission;
 - ii. the Bank having refrained from acting in accordance with my written, telephone, facsimile phone or Fax & Email instruction(s) by reason of failure of actual transmission there of to the Bank or receipt by the Bank for whatever reason, whether connected with fault, failure or unreadiness of the sending or receiving machine; or
 - iii. my failure to forward all original of facsimile instruction(s) to the Bank within such period as the Bank may specify.

FIXED DEPOSITS

1. In case of minor under 21 years of age, the Deposit will be opened in the name of parent, or guardian on the behalf of the minor. Operation of the account will be restricted to that parent or guardian, till attainment age of majority by the minor. Minor, on becoming Major, either in his own legal capacity, or through guardian, or parent will provide evidence of attaining age of majority (CPR, Driving License, Passport etc) to the Bank.
2. The Fixed Deposit advice (original and renewal) will be mailed to the customer address. In case of hold mail Bank will recover charges as per schedule.
3. The Bank reserves the right to send any cheque, correspondence or other documents by ordinary mail and will not be responsible for any losses of liabilities arising therefrom.
4. Opening of term deposit account shall be governed by following Terms & Conditions:
 - I. Eligibility : a) Individual Personal Savings (SB)/Current (CD) account holder.
b) Joint Personal Savings/ Current account holders (For joint SB/CD account holders the operating instructions for term Deposit Account will be same as instructed in parent account)
c) Business Account.
 - II. Term Deposit Account can be opened by minimum of BD. 2,000/- in local Currency and USD 5,000/- or equivalent in Foreign Currency.
 - III. Minimum period for term Deposit is 30 days. (One Month).
 - IV. All the transactions in the Term Deposit Account will be routed through Customer's parent SB/CD account.
 - V. For customer who opts for renewal of term deposit at maturity, the Term Deposit will be renewed automatically for the same period at Bank's determined interest rate prevailing at the time of renewal date. Determination of prevailing rate is at the sole discretion of Bank.
 - VI. If no renewal is opted, deposited amount and interest will be transferred to customer's account on maturity.
 - VII. Upon Premature Encashment of Term Deposit - No interest will be paid for the remaining period and for the matured period; Interest will be paid 1% less than the current applied rate. In case term deposit is withdrawn within 15 days of its creation, no interest will be paid at all.
 - VIII. For conversion of currency of deposits, Exchange rate determined by the bank will be applied on Term Deposit opening / withdrawal. Exchange rate may differ at the time of opening / withdrawal of deposit due to market prices.
 - IX. Bank reserves the right to add or alter these Terms and Conditions at any time at its absolute discretion and such amended terms and conditions shall be binding on the account holder.
 - X. Customer will provide evidence of sources of funds to the bank, on demand.
5. Bank reserves the right to change all or any of the above mentioned terms and conditions in future. In case of any changes or amendments to the terms and conditions, the same will be communicated to the customer through the way and means that the Bank assumes to be appropriate. Unless otherwise instructed in writing these instructions shall hold good for any other similar Deposit(s) in the same rights that may be made hereafter, and all such Deposit(s) shall be payable to the customer even in case of repayment before due date.
6. "The account holder acknowledges, understands and agrees that any claim that he/she may bring against the Bank will be brought only against the branch of the Bank in which the account holder opened or is maintaining his/her account. Notwithstanding the above, the account holder hereby further acknowledges, understands and agrees that the obligations of the Bank as specified under these Terms and Conditions are applicable to and shall be performed solely by the Bahrain branch office of Habib Bank Limited. The Bank's liability towards the account holder in respect of any

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- deposits placed by the account holder with the Bank in current or savings account(s) or any other arrangement / relationship between the Bank and the account holder shall (i) lie solely with Habib Bank Limited - Bahrain branch office; (ii) be limited only to the sum(s) deposited in such account(s); and (iii) be due and payable from the counters of the respective branch of Habib Bank Limited - Bahrain only. In no event whatsoever will Habib Bank Limited (Pakistan) or any other of its international branch offices be liable for the obligations towards the account holder."
7. Unless otherwise expressly instructed by the Customer, the terms and conditions herein will apply in case the aforesaid Deposit(s) are required by the Customer to be renewed (except for any change in the applicable rate of interest at Bank's discretion).
 8. Premature Encashment or Settlement or breaking of the Deposit before maturity shall be governed by the rules and regulations laid down by the Central Bank of Bahrain or by the Bank at its sole discretion and determination.
 9. Accrued interest shall be paid on the principal amount on the date of maturity.
 10. In the event of death of the account holder of the fixed deposit account, the term of the fixed deposit shall end immediately irrespective of the period/term of the fixed deposit. HBL shall release the funds standing to the credit of the fixed deposit account in accordance with the laws of the Kingdom of Bahrain.
 11. Account will become inactive where there have been no transactions initiated by customer for a period of 12 months / 24 months and charges will be applicable as per schedule of charges and those permitted by CBB. However, onetime fee of BHD 5 plus VAT will be charged on dormant accounts.
 12. The Bank shall allow electronic or manual transfer to the account, when the account becomes dormant.
 13. For activation of account, presence of account holder is compulsory at branch.
 14. If there is zero balance in an inactive account, the account will be closed within six months from the date the account becomes dormant / inactive. Closure notification will be sent to the customer by mail, e-mail or other registered communication channel.

BUSINESS ACCOUNT

The term 'You', 'Your' and the 'Bank' means Habib Bank Bahrain as applicable. The term 'the account holder' means each and every holder of an account, acting individually or together, whether one or more individuals, a business organisation/ partnership, company, government or quasi-government body, club, association or society. References to 'he' etc. include where appropriate a reference to 'she', 'it' and 'they' etc.

CURRENT ACCOUNTS

1. The Bank issues a cheque book to the account holder to enable him to operate the account. Cheque books must be collected from Bank by the account holder or bearer in person, and if, at the account holder's request, a cheque book is sent to the account holder by post, the account holder is liable for any loss, resulting from any failure or delay in the cheque book reaching him. The Bank reserves the right to refuse to comply with any drawing instructions unless made by cheque. The cheque book must be kept by the account holder in a place of safety. In the event of loss of the cheque book, the account holder must give immediate notice in writing to Bank with date and time in order to minimize the risk of loss by fraudulent withdrawals.
2. The Bank does not accept any responsibility in the event of a post - dated cheque being inadvertently or otherwise honored before the due date.
3. A current account may not become overdrawn except by previous arrangement with the Bank. In the event of a current account becoming overdrawn without such arrangement for any reason, nevertheless the Bank may charge interest at the rate as determined by the Bank. Interest is calculated in accordance, with the Bank's custom and practice and is debited to the account each month or at such other intervals as the Bank in its sole discretion may decide.
4. Instructions for stop payment, to be legitimate and acceptable to the Bank must be in writing, by the account holder, under his / her bonafide signatures (as available in Bank's record) and should bear date and time marked conspicuously.
5. If the cheque has been stolen or if the cheque has been reported lost or the drawer, or payee has become insolvent. The Bank accepts no responsibility of any failure to comply with such instructions. Further, the Bank is not liable for any consequences and cost including without limitation legal fees and penalties, which may arise out of its compliance with such instructions. Bank will not be responsible for any payments made by it, under the circumstances, that could not afford a reasonable ground to believe that the person (payee) in possession of cheque(s) or, any other negotiable instrument thereof, was not the bonafide holder in due course. Bank shall have the right of recourse to recover the amount(s) due, and for the purpose, Bank, at its own discretion, will have the right to combine all outstanding and exercise right to set off against any, or, all available credit balances, or, appropriate any, or, all assets held in the name of the account holder towards adjustment of outstanding liabilities.
6. The Bank will be entitled to debit the Current Account(s) for any cheques, bills of exchanges, promissory notes and orders for payment drawn, accepted or made by the authorized signatory(ies) and to carry out any instructions given by him / them or by attorney(s) duly authorized by him/them in connection with the account(s) notwithstanding that any such debiting or carrying out may cause, such account(s) to be overdrawn or any overdraft to be increased, but always without prejudice to the Bank's right to refuse to allow any overdraft of increase of overdraft.
7. Issuance of cheque books shall be at sole discretion of the Bank.
8. The total amount of Cheques drawn on the account, but not yet presented for payment must not at any time, exceed the credit balances in the account and available for withdrawal. The Bank is not obliged to honor Cheques drawn against unrealized or uncleared payment into the account. The Bank will levy a charge for any cheque that is returned unpaid for lack of funds.
9. Account will become inactive where there have been no transactions initiated by customer for a period of 12 months and charges will be applicable as per schedule of charges and those permitted by CBB. However, onetime fee of BHD 5 plus VAT will be charged on dormant accounts.
10. The Bank shall allow electronic or manual transfer to the account, when the account becomes dormant.
11. For activation of account, presence of account holder is compulsory at branch.
12. If there is zero balance in an inactive account, the account will be closed within six months from the date the account becomes dormant / inactive. Closure notification will be sent to the customer by mail, e-mail or other registered communication channel.

GENERAL

1. The account holder must immediately inform the Bank in writing of any change in the details given on the account opening form and any subsequent changes thereto including any amendments to authorized signatories.
2. The account holder agrees to maintain the required, minimum balance as applicable for the type of account. The minimum balance shall be decided by the Bank from time to time at its own discretion and posted in the Bank premises. The Bank reserves the right to review the account periodically and levy a service charge, if, the balance in the account, falls below the prescribed minimum. The account holder also understand that the Bank does not allow for payment of any interest on the current account credit balances.
3. The Bank will not be held liable for any exchange loss incurred by the account holder in converting/ transferring the balance from one currency account to another currency account of the account holder.
4. The account holder undertakes that terms and conditions shall apply to all accounts with the Bank bearing the same basic number. But with different suffixes without the need for executing fresh account opening documentation for such other account(s), unless, expressly indicated to the contrary.
5. The account holder acknowledges hereby that, if, for any reason whatsoever, the Bank allows him/her any overdrafts, he/she undertakes, finally and irrevocably to be personally, separately an jointly fully liable for any such overdrafts or liabilities and the related interests, commissions and other banking charges and expenses including legal charges ("the Banking Charges") Furthermore, the account holder hereby, finally, and irrevocably, acknowledges and concedes that the Bank's books and accounts shall be the sole evidence of the sums due or for which the account holder is bound to pay to the Bank in respect of the said overdrafts, the other liabilities of the account(s) and the Banking Charges, and specifically waives any right to challenge the correctness of the Bank's records. The account holder hereby authorizes the Bank to debit his account with the "Banking Charges."
6. In addition to any general lien or any right or remedy to which you may be entitled, you may at any time and without notice combine and / or consolidate all or any accounts held by the account holder with you and all or any of the liabilities by the account holder to you and set off or transfer any sums standing to the credit of any such account in or towards the satisfaction of any such liability whether such liability be contingent, primary or collateral, several or joint.
7. The Bank may further take a pledge or other security as you think fit over any property owned by the account holder in the possession of the Bank for whatever reason and exercise your rights in respect of such pledge or other security in satisfaction of all or any such liabilities.
8. The Bank shall always be entitled without notice to me / us to levy or impose all customary banking and other charges, and expenses in respect of any other banking facilities provided to me / us by the Bank, and, to debit the relevant account(s) in accordance with the Bank's normal banking procedures. Such charges are not refundable upon termination of one or all my / our account(s).
9. It is agreed that the Bank may amend these Terms and Conditions and charges at any time upon giving seven (7) days notice to the account holder.
10. In the event of any changes being made to these terms and conditions, the Bank is not obliged account holder(s) signature for acceptance of such charges.
11. The account holder is deemed to have read, understood and agreed to be bound by these Terms and Conditions Governing the Account and the associated services provided. The Bank reserves the right to alter, add to or cancel any or all of these Terms at any time by posting the relevant information in the Bank premises. Such charges are deemed to be binding on the account holder, whether or not, he has received specific notice of them.
12. Any delay or omission of the Bank in exercising or enforcing (whether wholly or in part) and right or remedy arising in respect of the account(s) shall not be construed as a waiver of such right or remedy.
13. The account holder undertakes to provide the Bank all / any such information regarding the activities conducted through the account, if, so requested.
14. The Bank reserves the right to close the account and terminate the relationship unilaterally, if the account holder fails to comply the Bank's request to provide information concerning the activities through the account are unacceptable base on the information provided or is not satisfied with the information provided by the account holder assigning any reason whatsoever.
15. The Bank may at any time (including before the maturity date of any time deposit) without prior notice to the Customer apply any credit balance to which the customer is entitled on any account in the Customer's name with any of the Bank's branches in satisfaction of any sum due and payable by the customer but unpaid. For this purpose the Bank may purchase, with the amount standing to the credit of an account, other currencies as may be necessary to affect the application.
16. All securities, bills, credit balances, bank notes, gold or other property of any nature, which are held in the name of the Customer by the Bank in any of its branches, or which may come into the possession of the Bank, shall be so held as security for the payment of any amount due to the Bank together with all interest and other charges arising under the account of otherwise. The Bank shall have the first right to set off/block such security against the Customer's indebtedness.
17. The Bank will be despatching the statement of accounts to the account holder's address stated in the application at the agreed frequency. However, the Bank shall suppress in the system, the generation of statements and discontinue their despatch, if the statements despatched to the account holder's address, as appearing in the Bank's records, are returned undelivered consecutively on two or more occasions till such time the Bank is provided with an alternative address for mailing the statements. The undelivered statements shall be collected from the Bank's premises, after serving a sufficient notice for retrieval, from the system. The

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- six months from the date the account becomes dormant / inactive. Closure notification will be sent to the customer by mail, e-mail or other registered communication channel. Bank shall be absolved from any consequences, losses, damages, claims, or other rightful acts which the account holder may otherwise have against the Bank, arising either directly or indirectly, of the Bank not despatching the statement of accounts. The Bank will not be responsible in any way for the account holder's inability to verify the correctness or the propriety of the entries in the statements owing to the Bank with holding the statement, and the account holder agrees to indemnify the Bank against any loss, damage, claim which may arise by virtue of the above.
18. The Bank must be carefully checked on receipt and any error or discrepancy notified in writing to the Bank within one month of the date of statement. If no such notice given by the account holder, the statement is deemed to be correct and the account holder does not receive a statement of account for any period, it is the responsibility of the account holder to demand a statement from the Bank within one month of the date on within such statement would normally have been sent to him.
 19. "The account holder acknowledges, understands and agrees that any claim that he/she may bring against the Bank will be brought only against the branch of the Bank in which the account holder opened or is maintaining his/her account. Notwithstanding the above, the account holder hereby further acknowledges, understands and agrees that the obligations of the Bank as specified under these Terms and Conditions are applicable to and shall be performed solely by the Bahrain branch office of Habib Bank Limited. The Bank's liability towards the account holder in respect of any deposits placed by the account holder with the Bank in current or savings account(s) or any other arrangement / relationship between the Bank and the account holder shall (i) lie solely with Habib Bank Limited - Bahrain branch office; (ii) be limited only to the sum(s) deposited in such account(s); and (iii) be due and payable from the counters of the respective branch of Habib Bank Limited - Bahrain only. In no event whatsoever will Habib Bank Limited (Pakistan) or any other of its international branch offices be liable for the obligations towards the account holder."
 20. The law governing the account is that of the Kingdom of Bahrain and Central Bank of Bahrain as applied in the Branch at which the account is held. In the event of a dispute arising in relation to the account, the Courts of Bahrain shall have jurisdiction, however, the Bank may, if it deems appropriate, may bring proceedings in any other jurisdiction inside or outside Bahrain.
 21. These terms and conditions shall be governed, construed and interpreted in accordance with the Commercial Transactions Laws / Practice prevailing in Bahrain and also the rules/ regulations and directives laid down by the laws of Bahrain and the regulations of the Central Bank of Bahrain.
 22. I am/ we are acting on my/our own behalf while operating this account.
- PERSONAL ACCOUNT**
- The term "the account holder" means each and every holder of an account acting individually or together, whether one or more individuals. The words 'he', 'she', 'it', 'I', 'me' or 'my' shall read as 'we', 'us' or 'our'. The words 'you', 'your', and 'the Bank' refers to Habib Bank Limited Bahrain and its successors and assignees. 'Card' means the Habib Bank Auto cash Card (HBL Visa Debit Card) issued by Habib Bank Limited. 'PIN' means the Personal Identification Number. 'Cardholder' means the individual in whose name the HBL Visa Debit Card is issued.
- CURRENT ACCOUNTS**
1. The Bank issues a cheque book to the account holder to enable him to operate the account. Cheque books must be collected from the Bank by the account holder or bearer in person, upon evidence of identification and against acknowledgement and if, at the account holder's request, a cheque book is sent to the account holder by post, the account holder is liable for any loss, resulting from any failure or delay in the cheque book reaching him. The Bank reserves the right to comply with any drawing instructions unless made by cheque. The cheque book must be kept by the account holder in a place of safety. In the event of loss of the cheque book, the account holder must give immediate notice in writing to the Bank in order to minimize the risk of loss by fraudulent withdrawals.
 2. A cheque is payable on the date of its issue and any provision to the contrary shall be deemed null and void. A cheque may not be presented for payment before the date of its issue.
 3. A current account may not become overdrawn except by previous arrangement with the Bank. In the event of the current account becoming overdrawn without such arrangement, for any reason, nevertheless the Bank may charge interest at the rate as determined by the Bank. Interest is calculated in accordance with the Bank's custom and practice and is debited to the account each month or at such other intervals as the Bank in its sole discretion may decide.
 4. Instructions for stop payment of cheques are accepted only if the Bank is intimated in writing by the drawer, or, by the payee in due course, with distinctly identifiable date and time duly acknowledged by the Bank, if the Cheque has been stolen or if the Cheque has been reported lost or the Payee has become insolvent. The Bank accepts no responsibility for any failure to comply with such instructions. Further, the Bank is not liable for any consequences and cost including without limitation legal fees and penalties which may arise out of its compliance with such instructions. If a cheque, represented as lost or stolen, is properly presented for payment by or on behalf of the payee in due course within six months from its due date, the Bank shall be obliged to honor it and shall have no liability to the account holder for doing so.
 5. The Bank will have the right of recourse and right to set off; be entitled to debit the Current Account(s) for any cheques, bills of exchange, promissory notes and orders for payment drawn, accepted or made by the authorized signatory(ies) and to carry out any instructions given by him/them or by attorney(s) duly authorized by him/them in connection with the account(s) notwithstanding that any such debiting or carrying out may cause, such account(s) to be overdrawn or any overdraft to be increased, but always without prejudice to the Bank's right to refuse to allow any

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overdraft or increase of overdraft.

6. Issuance of cheque books shall be at the sole discretion of the Bank.
7. The total amount of Cheques drawn on the account, but not yet presented for payment must not, at any time, exceed the credit balances in the account available for withdrawal. The Bank is not obliged to honor Cheques drawn against unrealized or uncleared payments into the account. The Bank will levy a charge for any cheque that is returned unpaid for lack of funds.
8. Habib Bank Bahrain will have the right to inquire into sources of funds from me (the customers) upon receipt of funds by me, or, on my behalf in any matter whatsoever, and / or, before execution of any transaction requested by me, or, on my behalf. It will be obligatory on my part as customer of the Bank to provide specific, or, all details required by the Bank, in original, or, legally accepted copy(s) of evidences ascertaining legitimacy of sources of funds. In the absence of acceptable evidences Bank shall not be liable to execute my request for transactions, or, for acting on my behalf as Banker. Bank will assume no responsibility for the losses suffered by me by virtue of my above act, in any manner whatsoever.
9. It will be my responsibility to timely inform the Bank of any changes in my address, CPR & visa status, employment status, postal addresses and contact numbers. Bank shall not assume any responsibility for corresponding at old address in the absence of reliable and complete information thereto.
10. Account will become inactive where there have been no transactions initiated by customer for a period of 12 months and charges will be applicable as per schedule of charges and those permitted by CBB. However, onetime fee of BHD 5 plus VAT will be charged on dormant accounts.
11. The Bank shall allow electronic or manual transfer to the account, when the account becomes dormant.
12. For activation of account, presence of account holder is compulsory at branch.
13. If there is zero balance in an inactive account, the account will be closed within six months from the date the account becomes dormant / inactive. Closure notification will be sent to the customer by mail, e-mail or other registered communication channel.

SAVINGS ACCOUNTS

The interest applicable to savings accounts from time to time is posted in the Bank and/or advertised from time to time. The Bank is not liable to pay interest for any calendar month in which the credit balance in the account falls below the prescribed minimum. Interest is credited to the account at the end of each interest period. Any account holder who is a minor or is otherwise lacking full legal capacity must attend the Bank personally and be accompanied by his guardian when carrying out any transaction in the account.

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1. The joint account shall be opened by all its owners or by one person holding a power of attorney from the owners of the joint account, duly signed by all joint account holders and authenticated by an official specialized authority. Withdrawals from such account shall be affected according to the agreement of the account owners.
2. Upon the death or loss of legal capacity of co-owner of a joint account, it will be obligatory that other co-owners must inform Bank of fact immediately. Bank must also be informed immediately in case if any of joint account holders' loses legal capacity. The Bank shall thereupon suspend the withdrawal from the joint account from the date of notification until a successor is appointed by the competent courts of Kingdom of Bahrain. Bank shall not assume any responsibility in the absence of information, or, due to non-reliable information, untimely information, or, incomplete information, thereto.
3. The account holder acknowledges hereby that if, for any reason whatsoever, the Bank allows him/her any overdrafts, he/she undertakes, finally and irrevocably, to be personally, separately and jointly, fully liable for any such overdrafts or liabilities arising from or in connection with the account(s), and to pay to the Bank any and all outstanding amounts, related to the said overdrafts or liabilities and the related interests, commissions, and other banking charge and expenses, including legal charges ("the Banking Charges") Furthermore, the account holder hereby, finally and irrevocably, acknowledges and concedes that the Bank's books and account shall be the sole evidence of the sums due or for which the account holder is bound to pay to the Bank, in respect of the said overdrafts, the other liabilities of the account(s) and the Banking Charges, and hereby cease to hold any right to challenge the correctness of the Bank's records. The account holder hereby authorizes the bank to debit his account with the "Banking Charges".
4. In addition to any general lien or any other right or remedy to which you may be entitled, you may at any time and without notice combine and/or consolidate all or any accounts held by the account holder with you and all or any of the liabilities by the account holder to you set off or transfer any sums standing to the credit of any such account in or towards the satisfaction of any such liability whether such liability be actual or contingent, primary or collateral, several or joint.
5. The Bank may further take a pledge or other security as it deems fit over any property owned by the account holder in the possession of the Bank for whatever reason and exercise its rights in respect of such pledge or other security in satisfaction of all or any such liabilities.
6. Any delay or omission by you in exercising or enforcing (whether wholly or in part) any right or remedy arising in respect of the account shall not be construed as a waiver of such right or remedy.
7. The Bank shall always be entitled without notice to me, to levy or impose all customary banking and other charges and expenses in respect of any of the above account(s) or in respect of any other banking facilities provided to me by the Bank and, to debit the relevant account(s) in accordance with the Bank's normal banking procedures, such charges are not refundable upon termination of any or all my account(s).
8. I understand that Bank shall, in accordance with its practice, periodically, send or deliver to me a statement of account(s) save in respect of any account that has,

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in the sole opinion of the Bank, been inactive for a period of one year or more, such statement of account(s), will be sent or delivered by the bank annually or in each case at such other intervals as may be agreed between the Bank and me from time to time and agree that I am solely responsible for promptly examining all entries thereon and that I must give the Bank written notice within 14 days of the date of the relevant statement of any discrepancy that I believe exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and accepted conclusively (for all purposes) the correctness of the relevant statement of account.

9. The Bank will be dispatching the statement of account to the account holder's address stated in the application at the agreed frequency. However, the Bank shall supervise, in the system, the generation of statements and discontinue their dispatch, if the statements dispatched to the account holder's address, as appearing in the Bank's records are returned undelivered consecutively on two or more occasions, till such time the Bank is provided with an alternative address for mailing the statement and those statements not mailed to the account holder may be collected from the Bank's premises, after serving sufficient notice for retrieval from the system the account holder hereby absolves the Bank from any consequences, losses damages, claims or other rightful acts which the account holder may otherwise have against the Bank arising either directly or indirectly, of the Bank not dispatching the statement of accounts. Furthermore, the account holder understands that the Bank will not be responsible in any way for the account holder's inability to verify the correctness or the propriety of the entries in the statements, owing to the Bank withholding the statements, and agrees to indemnify and hold the Bank indemnified against any loss, damage, claims which may arise by virtue of above.

10. The account holder must immediately inform the Bank in writing of any change in the details given on the account opening form and any subsequent changes thereto.

11. The Bank will not be held liable for any exchange loss incurred by the account holder in converting/transferring the balance "from one currency account to another currency of the account holder."

12. It is agreed that the Bank may amend these terms and conditions and charges at any time upon giving seven (7) days prior notice.

13. If I use any banking facilities after the effective date of the amendment, I shall be deemed to have decided to continue to use the Bank facilities upon the revised terms and conditions.

14. I further acknowledge and agree that in the event of any changes being made to these terms and conditions, the Bank is not obliged to obtain my signature for acceptance of such changes.

15. These terms and condition shall be governed, interpreted and construed in accordance with the Laws promulgated by the Kingdom of Bahrain and the Central Bank of Bahrain.

16. The laws governing the account(s) is that of Bahrain. In the event of a dispute arising in relation to the account, in any manner whatsoever, the Courts of Bahrain shall have the jurisdiction provided that the Bank be inside or outside Bahrain, the law is "Bahrain" and the "Courts of Bahrain".

17. "The account holder acknowledges, understands and agrees that any claim that he/she may bring against the Bank will be brought only against the branch of the Bank in which the account holder opened or is maintaining his/her account. Notwithstanding the above, the account holder hereby further acknowledges, understands and agrees that the obligations of the Bank as specified under these Terms and Conditions are applicable to and shall be performed solely by the Bahrain branch office of Habib Bank Limited. The Bank's liability towards the account holder in respect of any deposits placed by the account holder with the Bank in current or savings account(s) or any other arrangement / relationship between the Bank and the account holder shall (i) lie solely with Habib Bank Limited - Bahrain branch office; (ii) be limited only to the sum(s) deposited in such account(s); and (iii) be due and payable from the counters of the respective branch of Habib Bank Limited - Bahrain only. In no event whatsoever will Habib Bank Limited (Pakistan) or any other of its international branch offices be liable for the obligations towards the account holder."

18. Account will become inactive where there have been no transactions by customer in 24 months and charges will be applicable as per schedule of charges and those permitted by CBB. However, onetime fee of BHD 5 plus VAT will be charged on dormant accounts.

19. The Bank shall allow electronic or manual transfer to the account, when the account becomes dormant.

20. For activation of account, presence of account holder is compulsory at branch

21. If there is zero balance in an inactive account, the account will be closed within six months from the date the account becomes dormant / inactive. Closure notification will be sent to the customer by mail, e-mail or other registered communication channel.

22. In the event of death of the account holder of the fixed deposit account, the term of the fixed deposit shall end immediately irrespective of the period/term of the fixed deposit. HBL shall release the funds standing to the credit of the fixed deposit account in accordance with the laws of the Kingdom of Bahrain.

HBL Visa Debit Card

The Habib Bank Limited Bahrain's HBL Visa Debit Card is issued subject to the following terms and condition:

1. Eligibility:

- a) Individual personal current and saving account holder.
- b) Joint personal current and saving account holders where the joint account is operated on the signatures of any one of the account holders. (For joint accounts to be operated jointly by all account holders, such account holders will not be eligible for issuance of HBL Visa Debit Card).

2. In the event of the account being closed for any reason, the card shall immediately be returned to the Bank by the cardholder and its validity shall cease.

3. This card should not be used to obtain credit of any description.



Terms & Conditions General Banking

4. The HBL Visa Debit Card is not transferable and shall be used exclusively by the card holder.
5. The HBL Visa Debit Card issued to the card holder shall remain, at all times, the property of the Bank and shall be surrendered to Bank on demand. The Bank at its sole discretion reserves the right, at any time to cancel or withdraw the HBL Visa Debit Card or refuse to reissue, renew or replace the HBL Visa Debit Card without assigning any reason.
6. The HBL Visa Debit Card and the Personal Identification Number (PIN) shall be issued to the cardholder at his/her sole risk and responsibility. The cardholder undertakes not to pass the HBL Visa Debit Card or disclose the Pin to any other person. The Cardholder further undertakes to destroy the PIN slip after memorizing the number. In the event of the PIN becoming known to someone other than the cardholder that person may be treated by the Bank as an acting agent of the cardholder and the cardholder shall indemnify the Bank against all loss or damage which may occur as a resulting of the PIN becoming known.
7. The cardholder further undertakes to immediately inform the Bank in writing with distinctly identifiable date and time, under his / her bonafide signatures (as provided to the Bank) in the event of loss or theft of the HBL Visa Debit Card. It is understood that the cardholder shall continue to be liable for all transactions' until receipt of aforesaid intimation by the Bank. Bank will assume no responsibility if procedures communicated here in above are not followed.
8. Where oral notice of loss or theft is given, it must be confirmed in writing to the cardholder's branch of the Bank within 48 hours of the receipt of notice.
9. The cardholder further undertakes to maintain sufficient funds in his / her account(s) to meet withdrawal(s) affected through the use of his/her HBL Visa Debit Card. If, for any reason an account is overdrawn by the use of the HBL Visa Debit Card, the cardholder shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account maintained with the Bank. Failure to comply with condition shall entitle the Bank to cancel the card and/or make a transfer on the cardholder's behalf(if more than one account is maintained at the Bank).
10. The customer shall at all times remain liable for any transaction made by the use of the Card and shall indemnify the Bank for all loss/demand howsoever caused by any unauthorized use of the Card or related PIN. The Bank's record of transactions proceeds by the Card electronically or otherwise shall be conclusive and binding for all purposes, in particular for the purpose of legal evidence.
11. The cardholder irrevocably authorizes the Bank to debit his/her account (s) with the amount of withdrawal(s) affected through the use of his / her HBL Visa Debit Card.
12. The cardholder accepts all debits made to the account from the use of the Card without limitation (except after written notice of loss has been received and acknowledged by the Bank).
13. The Bank shall not in any way be liable to the card holder for non - availability of HBL Visa Debit Card service for any reason whatsoever including mechanical failure or failure of power supply. The Bank further reserves the right to withdraw HBL Visa Debit Card service altogether at any time without notice to the cardholder.
14. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Card or the HBL Visa Debit Card or the temporary insufficiency of funds in such machines.
15. The Bank, at its sole discretion, reserves the right to impose charges for services provided through the use of HBL Visa Debit Card, such charges to be determined by the Bank and notified to the cardholder from time to time and debited to the account of the cardholder.
16. The Bank reserves the right to limit the total cash sum withdrawal by the cardholder during any 24- hours period and to advise the cardholder of such limits from time to time.
17. Any deposit made through the HBL Visa Debit Card will be subject to verification by the Bank, which shall be binding and conclusive for all purpose.
18. The agreement containing these terms and conditions shall be governed and interpreted in accordance with the laws of Bahrain.
19. The HBL Visa Debit Card shall be issued to the cardholder to enable him/her to use the Bank's Switch Network Automated Teller Machine(s) (HBL Visa Debit Card).
20. The Bank's record of any transaction generated electronically or otherwise shall be conclusive evidence of such transaction.
21. The agreement containing these terms and conditions shall be governed and interpreted in accordance with the laws of Bahrain.
22. The Bank reserves the right to add, delete or alter these terms and conditions at any time at its absolute discretion and such amended terms and conditions shall be bind on the cardholders.

Sharing of Information Under Outsourcing and Third Party Agreements

1. We/ Account holder agree and consent to the Bank for outsourcing certain functions to third party service providers, vendors and licensors to assist for the provision of efficient electronic services and any other services. We understand that in such outsourcing the bank account data of the Account Holders shall be shared, and we consent to the same. The Bank ensures that the proper safeguards are in place to protect the integrity and confidentiality of the Account holder's bank data.
2. We/ Account holder agree that the Bank as a member of HBL 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 HBL Group, to take into action which it or such other member, in its sole and absolute discretion considers appropriate.

3. The Accountholder hereby irrevocably authorizes 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 by singly or jointly with others or otherwise), any information relating to the Accountholder, his/her Account(s) or other assets or credit facilities whatsoever held on the Accountholder's behalf to:

- 3.1. The head office, affiliates, or any other branches or subsidiaries of the Bank, their auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank;
- 3.2. Vendors, installers, maintainers or service providers of the Bank's computer systems;
- 3.3. Any exchange, market, or any other authority or regulatory body having jurisdiction over the Bank, its head office or any other branch of the Bank or over any transactions effected by the Accountholder or the Account;
- 3.4. Any party entitled to make such demand or request;
- 3.5. any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer of sharing of any of its rights, obligations or risks under the Terms and Conditions.
- 3.6. 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;
- 3.7. Any person employed with, or employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purpose of or in connection with interactions with the Accountholder or providing services to the Accountholders or processing transactions pertaining to the Accounts;
- 3.8. To enable the Bank to centralize or outsource its data processing and other administrative operations to the Bank's head office, its affiliates or third parties engaged by the Bank for any such services/operations;
- 3.9. Any government/regulatory/judicial authority/agency in case of default.

4. We/ Account holder irrevocably agree that the Bank may at its discretion 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 HBL Group, share any information, details, data or document relating to the Accountholder or Accountholder's account or transactions.

5. The Bank shall and third parties with permitted access to account information shall observe customary bank-customer confidentiality duties. Notwithstanding the foregoing, the Bank may from time to time disclose information and disclose information and documents relating to a customer and accounts to any governmental or regulatory authority with jurisdiction over the Bank or member of HBL Group pursuant to any judicial order or laws and regulations prevailing from time to time.

I/We confirm having read and understood the above terms and conditions.

Account Holder's Signature

Primary Accountholder.....

Joint Signatory 1.....

Joint Signatory 2.....