

Terms and Conditions

General Conditions Service Specific Conditions Additional Conditions

1. Introduction

These terms and conditions apply to you if you intend to have an account with Barclays in Pakistan; these terms and conditions as updated from time to time govern the operations of your banking relationship with Barclays in Pakistan. The updated terms and conditions are available at www.barclays.pk and/or at our branches. You are expected to understand and agree with the same if you have or intend to have any banking relationship with Barclays in Pakistan.

Scope

You understand, agree and/or undertake that:

- 1.1 This document explains our obligations to you and your obligations to us; applies to all the accounts you have with us in Pakistan and the services we provide in connection/relation to your accounts; and includes the terms applicable to alternate channels if these services are available and you have registered for these services. The procedures you must follow for our alternate channel services are contained in the user guidance we give you in any form including electronic help texts. You must follow these procedures when using the services.

Under these specific terms and conditions, all the defined words and phrases have the meaning as stated hereunder, unless the context indicates otherwise.

1.2 Conditions

Your agreement with us is contained in:

- These general conditions (part A) and services specific terms and conditions (part B);
- The additional conditions (refer to clause 1.3)
- The application form signed by you, the customer; and
- The signature card signed by you, the customer.

- 1.3 The additional conditions include our charges and the mark-up/profit, notice periods, minimum or maximum balances, user guidance and other terms which are specific to a particular account or service. We will tell you what these additional conditions are when you open an account and/or from time to time (including when you apply for a new service). They are set out in material we publish which you can ask for at any time. We may also publish them on our Barclays Pakistan website or make them available in our branches.

- 1.4 If the additional conditions are inconsistent with these general conditions, the additional conditions will apply.

- 1.5 Unless otherwise stated, in this document “you” and “your” mean any customer operating an account and availing ancillary services with us and includes (where appropriate) all partners of a partnership holding any account, trustees of a trust holding any account, members of society or association holding any account, joint account holders, authorized signatories of a company and any person you authorize to give instructions on your accounts. Unless otherwise stated, “Barclays”, “we”, “us” and “our” mean the branch of Barclays Bank PLC in Pakistan from time to time and “Barclays Group” means us, our parent company and any companies we or our parent company totally or partly own at any time. Facilities offered as “free” are at the sole discretion of the bank and the bank may, without prior notice of the same change/modify such offerings from time to time.

- 1.6 We may change and/or alter these conditions and if we choose to do so we shall notify you of the same and make available such updated terms and conditions at the notice boards of our branches or on www.barclays.pk and you shall keep yourself updated with the then applicable conditions before you intend to, use/operate, continue to use/operate such banking relationship.

- 1.7 The clause/headings in this document are only for convenience and not for interpretation.

A. General Conditions

1. Contacting Each Other

- 1.1 We may contact you by post, telephone (including text message), facsimile, internet, and any form of electronic message made by any type of electronic device using the latest address, telephone number or electronic mail address you have given us. It is your responsibility to ensure that we have your current contact details. By law we are required to continue sending information to you at the last known address we have for you. If you do not inform us promptly of a change in your details, the security of your information and your ability to comply with your obligations could be put at risk. We may also publish notices of a general nature on our website or on the notice board or in any other mode as may be decided by us. Such communication and notices will have the same effect as notices served on you.

- 1.2 We will normally contact only the joint account holder named first in our records subject to any legal requirements or unless you request otherwise. The first named account holder is responsible for passing information we send to the other account holders.

- 1.3 You can contact us by post using the appropriate address, or by other relevant contact details that we give you. If you are registered for internet (where offered) and/or customer services centre, you can contact us by computer or telephone as the case may be following procedures set out in the relevant user guidance material. If you send us an email, you cannot assume that we have received it until we return the message acknowledging receipt.

- 1.4 We may record or monitor telephone calls and monitor electronic communications (including emails) between you and us so that we can check instructions and make sure that we are meeting our service standards.

2. Giving Us Instructions

- 2.1 You will provide us with a mandate which we may require from time to time. You may also provide us with an amended or replacement mandate from time to time. We may rely on the contents of any mandate and deal with, and accept any instructions from, any authorized signatory specified in, and in accordance with, any mandate.

- 2.2 You will notify us promptly in writing of any change in your authorized signatories. We will be entitled to a reasonable period of time (of not less than seven business days from receipt of such notification) to process such notification. We may honor any payment instrument or act of any instructions, signed by any existing authorized signatory prior to processing such notification/instruction regardless of whether we have received such notification of change.

- 2.3 You can give us instructions in writing unless an additional condition limits the way in which instructions can be given. You may give us instructions by computer or telephone if you are registered for internet or telephone banking (where offered) as the case may be. Provided however that we may at our sole discretion and opinion decline any instruction by computer where we are of the view that such instruction may not be authentic and/or cannot be traced back to original source instructions.

- 2.4 We cannot change or stop an instruction you give by computer or telephone (except in limited circumstances set out in the user guide) because we start processing instructions when we receive them. Instructions given by telephone may only be cancelled if they have not been acted upon. If we are able to cancel an instruction, we may make a change.

- 2.5 Before we can accept instructions given to us by computer we will follow the security procedures with you. By “security procedures” we mean the use of a password, security key(s), card personal identifier(s), codes, personal identification numbers (PINS) or encryption device(s) which may be changed in the future. We may agree security procedures with you before accepting instructions given to us by telephone/computer.

- 2.6 You must make sure that the security procedures are kept secret and any security related device is kept physically secure. This includes making sure that the security details are not kept in any form (including

- by browser or other software) in such a way that anyone can go through the security procedures using stored details.
- 2.7 You must tell us as soon as possible if some unauthorized person may know any security procedures or may have or has had access to any security-related device used to access any service. Until you tell us this, you will be responsible for all instructions that we receive and act on, even if the instructions were not given by you. Unless you prove to us that you have not been fraudulent, negligent or have not broken any condition, we shall not credit your account with any payments we make after you tell us about any breach, real or suspected, in security procedures but this will be the limit of our liability to you for acting on an instruction.
- 2.8 You will provide all the information you have about the misuse of security procedures and security-related devices in response to any reasonable request we make, and we may pass it to the statutory or government authorities if we think that will be useful to do so.
- 2.9 We can act on instructions (including instructions to make or collect payments from or into your account) given on an original document bearing your original signature(s); or on receipt of a facsimile bearing facsimile image of your signature(s); or by telephone or internet as long as we have followed the security procedures, whether or not the instruction was given by you provided you are registered for the applicable services; or verbally, as long as we have been able to identify you. As long as we have followed the instructions correctly, we can deduct the amount of any payment from your account. You agree that we may rely on any account number quoted in an instruction as the correct account to be debited or credited.
- 2.10 If you give us an instruction verbally, by telephone, by facsimile or computer, we can (but are not obliged to) ask for confirmation of your identity including any requirements under condition 2.6 before we act on it.
- 2.11 We can (but are not obliged to) refuse to act on any instruction if we have a good reason for thinking that you did not give us the instruction; or the instruction is not clear; or we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or our reputation.
- 2.12 We may apply limits to transactions of certain types or amounts from time to time. We will tell you (under condition 2.1) what these limits are, and any changes we make to them, we will do this before the changes come into effect. You may within a period of 15 days from the issue of the notice discontinue the services availed by you, failing which you shall be deemed to have accepted the change from the effective date mentioned in the notice or from the date as may be specified by the applicable law.
- 2.13 If the service is available to you, we will issue travellers cheques, bankers' cheques, demand drafts, and telegraphic transfers only by way of debit to your account or against cheque (subject to availability of funds) and not against cash. If you use these services, you will be notified in the branch, of minimum amounts/values that may apply in your particular branch.
- 3. Deposits**
- 3.1 Subject to clause 3.3, we will credit the relevant account with an amount equal to any cash deposit in accordance with the banks' normal practice.
- 3.2 Provided the named payee of any non cash deposit matches your name and subject to clause 3.3 we will credit the relevant account with an amount equal to any non cash deposit in accordance with the banks' normal practice in the jurisdiction.
- (a) We may decline to make a collection in relation to any non cash deposit and will notify you as soon as practicable if we so decide.
- (b) Subject to sub clause (a) above, we will act only as your agent for collection in relation to a non cash deposit.
- 3.3 We may without prior notice to you, cancel, reverse or debit all or part of any credit made in relation to any deposit.
- (a) To correct a mistake;
- (b) Where an account has been credited but we do not obtain cleared and unconditional funds to the relevant non cash deposit in full or quickly for any reason;
- (c) In relation to a non cash deposit, where we are required to return the money to the relevant payer/drawer or paying bank or other financial institution for any reason (without us being obliged to challenge any such requirement other than a requirement which is obviously not valid)
- (d) Where we have reasonable grounds for doing so.
- We will notify you as soon as it is practicable of any such cancellation, reversal or debit.
- 3.4 Where the currency of a deposit is different from the relevant account currency, before crediting the relevant account, we may convert the deposit into the account currency at our prevailing exchange rate, such other exchange rate as we may reasonably determine. You agree to pay any such fee which we may usually charge for such conversion.
- 3.5 You agree to pay any bank charges imposed on you by us in relation to any account transaction.
- 4. Withdrawals**
- 4.1 Subject to the other relevant provisions of these terms and conditions, we may allow any withdrawal to be made from an account (and honor any relevant payment instrument) provided that:
- (a) There is sufficient credit balance in that account at the time the withdrawal is made or is to be acted by us;
- (b) The relevant payment instrument is drawn in a form specified or provided by the bank;
- (c) The relevant payment instrument is properly completed, contains all the relevant information and appears on its face to be genuine.
- 4.2 We may from time to time specify, in accordance with the banks' normal practice in the jurisdiction, an expiry period in relation to a particular type of payment instrument (such period starting from the date of the payment instrument). We may decline to honor any such payment instrument which is presented to us after the end of the relevant expiry period.
- 4.3 We may at any time debit an account in order to rectify any mistake in the operation of that account.
- 4.4 Without prejudice to clause 21 (set-off), we may at any time debit any account with any amount due by you to us.
- 4.5 You may request us to dishonor a cheque or pay order/demand draft/cashiers cheque (demand draft) which you have drawn on any account. Such request must be in writing and provide full details of the cheque or the demand draft. Acceptance of such a request is not representation by us that the cheque or demand draft has not already been honored. Or that there is sufficient time available to us to act on your request. We will use all reasonable endeavors to dishonor or to stop further processing of the relevant cheque or a demand draft but will have no liability for any failure to do so.
- 5. Credit to and Payments out of Your Account.**
- 5.1 If we receive instructions and credits for an account before the relevant cut-off time on any working day we will process them on that day or on the date specified in your instructions. Instructions and credits received after the cut-off time or on a non-working day will be processed on the next working day. The cut-off time is the latest time each day that we can make payments or transfers into or out of an account. If you are registered for telephone and internet banking we will tell you the cut-off times applicable to the same. Branch cut-off times may vary and are displayed in each branch. Cut-off times for some instructions may depend upon the cut-off times of external organizations (e.g. clearing houses in different countries). You may check for such cut-off times with the local branch.
- 5.2 Your statement balance will show credits when your branch receives them even if they include cheques or other items which are not "cleared". To calculate any profit we generally treat cheques as cleared when we receive value for them from the relevant bank through the banking system.

- 5.3 If any cheque you have paid in is returned to us unpaid or any electronic or other payment you have received is recalled we will debit your account, whether or not it goes overdrawn and even if your statement records the item or we allowed you to make a payment or to take cash against the item.
- 5.4 If you pay a cheque into your account which does not belong to you and we receive a claim relating to that cheque we may debit your account with the amount of the cheque and any costs incurred by us as a result of such claim.
- 5.5 Subject to clause 4.5 you can stop a cheque/demand draft before it has been presented to us for payment provided you give us clear and accurate instructions in writing and duly signed, or as otherwise agreed. We may process the request on best effort basis. We may make a charge for stopping a cheque/demand draft. You hereby agree to indemnify us for any costs and expenses we incur in connection with a stopped cheque. You must complete cheques so that they are not easy to alter. We may pay a cheque/demand draft even if it is not presented to us for payment within 6 months of the date of the cheque/demand draft.
- 5.6 We may refuse to make any payment if you do not have enough money in the account at the time when debit instructions/instruments hit your account. In deciding whether you have enough money we take account of any overdraft limit, any cheques we are treating as cleared, any instructions we have received to make payments and regular payments which have not yet been paid from your account and exclude any amount which have been marked as freezed on account of any authorities order. We will tell you if you can make payments from your account against cheques which are not cleared. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.
- 5.7 We may return instructions and credits for an account if:
- We believe that by complying with the instructions or receiving the credit we might break a law, regulation, code or other duty which may apply to us;
 - We reasonably believe that complying with the instructions or receiving the credits may damage our reputation;
 - We reasonably believe that the instruction received may be fraudulent.
- 5.8 You must tell us if you are not the beneficial owner of an account or if any third party has any rights to any funds paid into an account. You represent and agree that all monies deposited into your account(s) shall be monies legally due to you and that receipt of such monies or crediting thereof to your account(s) shall not violate the provisions of any law in force in Pakistan or any other applicable country.
- 5.9 An account will be considered dormant if no transactions are effected thereon for 6 months or such period as may be specified by us from time to time. Statements in relation to dormant accounts will be issued on a specified basis as determined by us from time to time. We may impose a service charge (in accordance with the additional conditions) on such dormant accounts at our sole and absolute discretion.
- 5.10 All deposits placed with us shall be non-negotiable, non-transferable and non-assignable by depositors, unless otherwise consented to by us. You will not create or permit to subsist any encumbrance or third party interest over or against any of your accounts or over any of the monies held in such accounts unless otherwise permitted by us.
- 5.11 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the profit/mark-up payable on the account.
- 5.12 Unless we agree otherwise, when you give us an instruction to make a payment we will decide how the payment will be sent.
- 5.13 To make an international payment, if this service is available to you, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is chosen by us.
- 5.14 In making an international payment we are acting for you. You will have to comply with any relevant local laws and you agree to indemnify us and hold us harmless against all obligations and responsibilities we incur as a result of acting for you.
- 5.15 When you give us instructions to make a payment from a specified account to a beneficiary in another country, you agree and acknowledge that (i) all such instructions shall be given by you only in accordance with the foreign exchange regulation act, 1947 and the rules and regulations made under the act from time to time (the "exchange control laws") and in accordance with the directions given by the State Bank of Pakistan from time to time, and (ii) we shall have the sole discretion in respect of determining whether or not such instructions are in accordance with the applicable exchange control laws and directions of State Bank of Pakistan.
- 5.16 We may apply cheques, payment instructions, cards, identification numbers and related materials to you. You are required to take due care to avoid any fraud, misuse, loss, theft, or dishonors in respect of cheques, payment instructions and related materials supplied to you. You must promptly notify us in writing of the loss or theft of any cheque or payment instrument and you are required to return to us or destroy any unused cheques, payment instructions and related materials when the account is closed.
- 6. Responsibility for Payment Instruments**
- 6.1 We may from time to time post cheque book(s) to you. We will not be liable in any way of the non receipt of the cheque books by you or the wrongful receipt and use of the cheque book by a third party or the loss of the cheque book in mail.
- 6.2 In case of payment instruments given to us by you, you agree that except cases of gross negligence or wilful misconduct on our part our liability will be limited to the face value of the payment instrument); and
- 6.3 You will indemnify us against any losses you may suffer of incur by reason of or in connection with: (a) us acting on any payment instrument that has been, dispatched by you or on your behalf; (b) any error contained in the payment instruments irrespective of whether the error originated in the transmission or the receipt of the payment instruments; (c) any delays in the transmission or receipt of the payment instruments; (d) any delay or refusal to follow instructions due to a dispute over the authority of any person to act on your behalf.
- 6.4 We shall not be liable for losses suffered or incurred by you, caused by a change in currency exchange rates or any indirect or consequential losses (including economic loss or loss of profit/mark-up) suffered or incurred by you even where we knew you would incur them.
- 6.5 You agree that you will not bring any claim against us under these terms or otherwise in accordance with any account or service unless you have notified us of your intention to do so within sixty (60) days after you have become aware of the facts on which the claim is based.
- 6.6 We may decline to open any account for you. No contractual relationship will arise between you and us in relation to or as a result of any account opening form which is declined by us.
- 7. Partnerships**
- 7.1 This clause applies where you are a partnership or a sole trader.
- 7.2 In the event that there is any change in the persons who constitute you, including death, resignation, replacement, addition, bankruptcy or otherwise of a partner or the sole proprietor, we may, in the absence of written notice to the contrary, treat the remaining and/or new partner(s) or new sole proprietor as having full power to carry on your business and to deal with any account and to continue your use of any service as if there had been no change in the persons who constitute you.
- 7.3 You will promptly notify us in writing of any change in the persons who constitute your business or change of your business name.
- 7.4 These terms and conditions will bind all your partners (jointly and severally) or the sole proprietor (as the case may be) for the time being notwithstanding any change in the persons who constitute you (i.e customer) or a change in your name.
- 8. Profits and Charges**
- 8.1 We will pay you profit/mark-up on credit balances in an account only

- where we have expressly agreed to do so. If profit/markup is payable on your account, we will pay it in accordance with the State Bank of Pakistan regulations. In the event that those regulations do not stipulate a rate of profit/markup for a specific account, the rate of profit/markup shall be as determined by us from time to time. Where applicable, we will pay profit in arrears by crediting your account on any day of the calendar month as we may decide. If applicable, we will charge profit/markup and fees by crediting or debiting your account.
- 8.2 You will pay us all charges in relation to any account or services as notified by us from time to time. We shall be entitled to charge you fees whenever you use any of the services we make available to your account(s) from time to time. You will be given details of our fees for using these services (including our overdraft services, as explained in condition 7) either when you open your account and/or from time to time. We may vary the profit rates and fees for our services from time to time in accordance with condition 13.
- 8.3 We will normally deduct tax on profit/markup before we pay it to you. If we can pay profit/markup without deducting tax under current legislation, we will do so provided we have received a request from you and any necessary documentation has been completed and provided to us in accordance with the legal requirements.
- 8.4 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your account.
- 9. Statements**
- 9.1 We will provide statements showing all amounts added to or taken from your account since the previous statement. You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions. Any such statement shall for all purposes be considered correct and we shall not be liable for any item or payment charged to the account or for any error in the statement of account as rendered unless you notify us in writing of the claim within fifteen (15) days from the date of such statement of account.
- 9.2 We will correct any entries we make by mistake to your account as soon as possible after you tell us about them. If we notice a mistake concerning entries on your account, we will endeavour to rectify the error and we will tell you what we have done.
- 9.3 If electronic statements are available, for any of our services, you can ask us to send you electronic statements in place of paper-based statements.
- 9.4 We may put messages on your statements to tell you about changes to the conditions.
- 10. Minimum Balance and Borrowing from Us**
- 10.1 Subject to prevailing regulations/directives of the State Bank of Pakistan and subject to change without prior notice, you must keep your account(s) with us in credit and maintain any required minimum account balance unless we agree otherwise. Overdrafts are not available on certain accounts.
- 10.2 If we agree to lend you money we will tell you the terms of the facility, the limit and the markup rate and charges which you must pay and we will confirm these details and any other conditions through necessary documents.
- 10.3 We may make any searches and enquiries which we think are appropriate including: when you apply for banking services; if we wish to consider increasing the amount of money we may lend to you; and if we wish to consider offering you other products now or in the future.
- 10.4 If you overdraw without agreeing an overdraft with us, or exceed an agreed overdraft limit, we may ask you to make an immediate payment into your account even if we have acted on an instruction at our sole discretion, which takes your borrowing over the agreed limit. We will charge our applicable markup rate and fees on the amount of the overdraft or excess until either it has been repaid or we have agreed an overdraft. Unless we have specifically agreed otherwise with you, we may demand the repayment of, or reduction in, your overdraft at any time without notice. Until you repay us in full we will charge interest and fees at the rates set out in the additional conditions both before and after any court/tribunal order in our favors for repayment.
- 10.5 You authorize us to debit any account held by you with us in any currency to reduce or repay any amounts you may owe us on any account, either in your own name or jointly with anyone else. We will tell you if we do this.
- 11. Responsibility for Money Owed to Us**
- 11.1 Individual account holders are personally responsible for any money owed to us.
- 11.2 Where an account is held by more than one individual, all account holders, joint account holders, partners of a partnership account holder, and trustees of a trust/institution account holder are jointly as well as severally liable for money owed to us. We have the right to demand repayment from all or any such account holders, joint account holders, partners and trustees for all or part of such money.
- 11.3 Where an account is held by a partnership firm, trust, institution, company the concerned person agrees to inform us and keep us informed of any change in the constitution, registered address or any other material change of such partnership firm, trust, institution, company including any change in directorship/ownership. If any changes are made, we may require further documentation from you.
- 12. Telegraphic Transfers, Demand Drafts and Any Other Type of Fund Transfer**
- 12.1 You may be unable to obtain full value under a pay order or demand draft or managers/cashiers cheque or pursuant to a telegraphic transfer due to exchange and other restrictions applicable in the country of payment or country of issue or due to charges and fee of the paying bank.
- 12.2 Return of pay order or demand draft or managers/cashiers cheque previously issued by us shall be at our sole discretion and will be purchased at our buying rate for the currency of the draft or cheque.
- 12.3 In the absence of specific instructions from you, we may convert all transfers to your account into the currency of your account at our buying rate for the currency.
- 12.4 All transfers requested by you may be converted by the paying bank into the destination country's local currency at its buying rate. It is your responsibility to check with us prior to availing this service.
- 12.5 We shall not be responsible for any act or omission of any correspondent or paying bank or for any errors or delays in transmission. You agree to indemnify and hold us harmless against all losses, damages and expenses incurred by us in relation to any pay order or demand drafts or managers/cashiers cheques issued by us or any telegraphic transfers made by us on your instructions.
- 12.6 If pay order or demand draft or managers/cashiers cheque is lost, stolen, mislaid or destroyed, you will indemnify us and hold us free and harmless from all liability with respect to the lost, stolen, mislaid or destroyed pay order or demand draft or managers/cashiers cheque where we agree to issue a replacement cheque or draft for the same value less charges or refund the amount of such cheque or draft after cancelling the same in our books. It is clarified that the you will be solely responsible to take all necessary steps in relation to such loss / theft etc of the draft/cheque.
- 13. Our Liability to You and Your Liability to Us.**
- 13.1 Subject to the other provisions of this condition 13, we will be liable to you for any direct loss, injury or damage resulting from any deliberate failure, delay or error in carrying out your instructions (however caused) but our liability will be the lower of the amount of such loss, injury or damage; and the amount of any profit you do not receive as a result of such failure, delay or error.
- 13.2 We will not be liable to you if the instructions you give us are not correct; or we cannot carry out our responsibilities under these conditions as a

result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work, failure of payment systems network, any force majeure situation and industrial disputes.

- 13.3 We will not be liable to you in any circumstances for: loss of business, loss of goodwill, loss of opportunity, loss of profit; any type of special, consequential or indirect loss whatsoever; or loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.
- 13.4 If you wish to make a claim on us you must notify us and give us such details of the loss as we may request as soon as you have identified it and in any case within six months after you become aware or should reasonably have become aware of the event or omission on which your claim is based.
- 13.5 You will reimburse us for any costs incurred, loss, damage or liability we or our agents suffer as a result of any breach by you of the conditions or in us acting upon your instructions, including any such costs, damage or liability resulting from the impact of any local laws or regulations on payments made in accordance with your instructions.
- 13.6 You will carefully control all instructions to us and make sure they are in accordance with the authority you have given us. We will not be liable to you if it can be shown that you have not exercised reasonable control over the operation of, and access to, your account and our services.
- 13.7 You understand and agree that there are specific sanctions imposed by the US and other government and or regulatory authorities against certain countries, entities and individuals, under these measures, banks may be unable to process. Authorities may require disclosure of information. We are not liable if we, or any other person, fails or delays to perform any transaction, or follow instructions, or discloses information on as a result of actual or apparent breach of such sanctions.
- 14. Using Information About You**
- 14.1 We may put the information obtained by us or given by you in your dealings with us on the Barclays Group information systems. This will be used by us and other companies in the Barclays Group to provide our services, for assessment and analysis (including credit and/or behavior scoring, market and product analysis) and so that we can develop and improve our services to you and other customers and protect our interests.
- 14.2 We and other members of the Barclays Group may inform you about products and services (including those of others outside the Barclays Group) which may be of interest to you. You may tell us if you wish to stop receiving any communication from us or other members of the group by listing yourself in our "do not call" customer base.
- 14.3 We may give information about you and how you manage your account to: the State Bank of Pakistan or other organizations which may use and give out information for credit and assessment and to prevent fraud, people who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential, anyone we transfer, or may transfer, our rights and duties to under this agreement. We may also give out information about you if we have a duty to do so or if the law allows us to do so.
- 14.4 You authorize us to carry out investigations of any transactions appearing to be suspicious in nature, and thereby, refuse/delay in effecting your instructions on account of suspected money laundering and/or to confirm/disclose your identity and information in carrying out of necessary investigation by any law enforcement agency or other concern and/or discharging our obligations under any law for compliance, regulatory reporting and our policy, for money laundering purposes. You also agree that in relation to the aforementioned investigation provide us with timely assistance and any further information/documents as may be required by us to undertake and/or complete any such investigation or requirement under the law, our internal policy or as required by any regulatory body whether in Pakistan or abroad.
- 14.5 If we transfer your information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to

apply the same levels of protection as we are required to apply to information held in Pakistan and to use your information only for the purpose of providing the service to us.

15. Special Conditions Relating to Foreign Currency Accounts/Deposits, Cheques Drawn Abroad and Foreign Currency Cheques (Only If Applicable)

- 15.1 The conditions set out in this condition 15 apply to you if foreign currency accounts/deposits are opened and maintained with Barclays and services relating to cheques drawn abroad and foreign currency cheques are available to you.
- 15.2 You agree that there are risks associated with accounts denominated in foreign currency. Withdrawals from and credit to foreign currency accounts, are subject to availability of foreign currency notes at the time of withdrawal and subject to prevailing rules and regulations. We may decline to accept foreign currency notes for credit to your account at our discretion.
- 15.3 All foreign currency transactions will be dealt with in accordance with the prevailing foreign exchange regulations.
- 15.4 When we convert foreign currency into Pakistan Rupees or any other foreign currency, we will do so at the exchange rate on the first available working day subject to our standard charges, which we will deduct from your account. The timing of debits and credits to your account depend on the currencies involved. It is clarified that we will not be held responsible for any delays related to realization of such cheques.
- 15.5 We may accept foreign cheques and other items on terms available on request. Cheques payable abroad which may be received for payment into your account will be negotiated at our discretion or collected at your expense. If any cheques are returned unpaid for any reason we will debit your account even if the return takes place after we have advised you of payment of the cheque. Negotiation and collection of cheques shall be subject to the current International Chamber of Commerce uniform rules for collections and prevalent foreign exchange laws and directives/regulations of the state bank of Pakistan issued from time to time.
- 15.6 Any fees or charges for foreign currency account, cheques drawn abroad, foreign currency cheques or other foreign currency products and services may be payable in their rupee equivalent. The rupee equivalent will be calculated in accordance with condition 15.4.
- 15.7 Profit/markup payable shall be exclusively determined by the bank in accordance with the prevailing law and directives/regulations issued by the State Bank of Pakistan.
- 15.8 You agree that notwithstanding anything to the contrary elsewhere in customer agreement, Barclays Bank PLC ("the bank") shall only be liable in connection with this customer agreement (whether in contract, tort or otherwise) to the extent of its assets and operation in Pakistan, and that neither the bank's head or home office nor any of its offices or branches outside Pakistan shall have any liability to you. Any payments due hereunder are the sole and exclusive obligation of the offices or branches of the bank in Pakistan.
- 16. Special Conditions Relating to Banking by Computer**
- 16.1 We will take reasonable care to ensure the security of and prevent unauthorized access to our computer banking services.
- 16.2 You must:
- Ensure your computer and modem comply with the standards and requirements we tell you from time to time;
 - Carry out your own regular virus checks;
 - Follow the procedures and instructions in the user guidance that we give you from time to time;
 - Not attempt to change any software provided by us;
 - Not copy or allow any third party to use or copy any software provided by us without our consent; and
 - Tell us as soon as you can if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions or any suspected fraud.

- 16.3 If you use our computer banking service outside Pakistan, you do so at your own risk, as it may constitute an offense in that country.
- 16.4 The records we maintain of any instructions you give us by computer will be final evidence of your instructions and of the time they are given except where there is an obvious mistake.
- 16.5 You are responsible if, when you use our computer banking service, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.
- 17. Assignment**
- We are entitled at anytime, without your consent, to assign the whole or part of our rights and/or obligations, under or with regard to any account or service and this customer agreement, with or without notice to you. You may not assign, transfer or pledge any right, title or interest relating to any of your accounts with us without our prior written permission. We shall disregard any attempted assignment, transfer or pledge made without our consent.
- 18. Changing the Terms of this Agreement**
- 18.1 We may change the terms of this agreement (including our charges) and we may introduce changes to our service(s) at any time. You are requested to keep yourself updated with the then applicable conditions before you intend to use your account/our services and the same will be updated in advance on our website or by placing the revised terms and conditions on the notice boards of our branches.
- 18.2 Additionally we may tell you about any changes by the following means: sending you written notice (including putting a message on a statement or sending you an electronic message), advertising in press, short messaging (SMS).
- 18.3 Apart from changes to our markup rates which we can apply immediately for changes about the charges and services, we will normally inform you of any changes within 30 days of the change. However, the changes shall apply as soon as we post the same on our website and/or at our branches.
- 19. Withdrawal, Suspension, Closure and Termination**
- 19.1 In exceptional circumstances like improper conduct of account etc, we may, at any time, suspend the operation of any or all the services but we will promptly notify you of any such suspension.
- 19.2 You can close your account by telling us. We may ask you to confirm this in writing. If you do tell us you must refrain from using our banking services or facilities without our consent. In the case of joint accounts, partnerships, trusts and companies all account holders/ partners/trustees or authorized signatories as the case may be, shall inform us provided all of you have agreed in writing that any one of you can give us such instruction.
- 19.3 We can end our banking relationship with you in terms hereof and can also give you a new account number and/or transfer your account to another branch if we close or combine branches, in which case we will give you notice in accordance with our obligations. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.
- 19.4 We may withdraw the provision of any service without terminating this agreement by giving you one month's prior notice in writing. You will continue to be liable in respect of all liabilities outstanding or arising with respect to such services, after the service is withdrawn which relate to the period before withdrawal.
- 19.5 We may take action to close your account immediately in exceptional circumstances such as if we reasonably believe that:
- You are not eligible for an account;
 - You have given us any false information at any time;
 - You or someone else is using the account illegally or for criminal activity;
 - It is inappropriate for a person authorized by you to operate your account;
 - Your behavior is such that it is inappropriate for us to maintain your account;
- Non intimation of change in communication address leading to your whereabouts;
 - In case of frequent returns of inward/outwards cheques in the account
 - Unsatisfactory conduct of the account in terms of volume/type of transactions, request dishonors of cheques issued by you, non maintenance of limits etc;
 - Return/bouncing of account opening cheque given by you as part of account opening formalities pre/post commencement of account operations;
 - Failure to provide any material information required for opening maintenance of accounts under the legal and regulatory requirements;
 - By maintaining your account we might break a law, regulation, code or other duty which applies to us;
 - You have been declared bankrupt or otherwise insolvent by any court or competent jurisdiction;
 - By maintaining your account we may damage our reputation; or
 - You have been in serious or persistent breach of the conditions which apply to you.
- 19.6 We may choose not to close your account until you have returned any plastic cards we have given you, any unused cheques and any other such stationery we have provided. You must repay any money you owe us, including the amount of any cheques, card transactions or other payment instructions you have made, which have not been taken out of your account.
- 19.7 We reserve the right to refuse to take a deposit or to decline to open an account or to provide a service. In addition, all operations of accounts upon which an attachment order or other legal notice prohibiting operations of the accounts has been received will be suspended until such time as the prohibition order is removed. We may at the instance of any court, tribunal, judicial or quasi judicial, law enforcement agencies and revenue/tax authorities close, freeze or suspend dealings on your account without prior notice to you and without being liable for any breach or any duty we may owe to you.
- 19.8 If we request you to, you will immediately provide us with the list of all the banks with which you enjoy credit facilities. You further agree and acknowledge that in the event that we receive any objections from such bankers within 15 days of communicating with them, we shall be entitled to close your accounts and terminate all relationships between us at our sole discretion.
- 19.9 We may close your account(s) after 7 days notice where required and/or to apply charges if any required minimum balance on your account(s) is not maintained.
- 19.10 In case any account remains inoperative for a period of ten years, the deposit/instrument present under the account title shall be considered as unclaimed and will be surrendered to the State Bank of Pakistan in accordance with the Banking Companies Ordinance 1962 as well as the provisions of the State Bank of Pakistan's Circular No. 7 dated 21-07-06. We shall, in such circumstances, send a written notice by registered post or courier to your last known address. Should the accounts remain unclaimed for three months following such notice, the deposits/instruments shall be surrendered to State Bank of Pakistan without further communication or responsibility by us.
- 20. Dispute Resolution**
- 20.1 If you have a dispute or difference with us, you should use our internal dispute resolution procedures first. If the dispute or difference cannot be resolved in that manner, either of us may refer the matter to mediation in accordance with the Arbitration Act, 1940.
- 20.2 If you have a complaint, you should contact your relationship manager or the branch or you may contact our phone banking officers or you may send us an email on the email address available at www.barclays.pk.
- 21. Set-off**
- We may at any time and without notice to you combine, consolidate or merge all or any of your account(s) or may set-off any obligation whatsoever due from you to us (whether in relation to any account, account transaction, service, product or otherwise) against any

obligation whatsoever due from us to you (whether in relation to any account, account transaction, service, product or otherwise), regardless of the place of payment, which of our branch or branches is/are involved, or currency of either obligation. If the obligations are in different currencies, we may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. "Obligation" when used in this clause 21 (set-off) includes any obligation whether matured or unmatured, actual or contingent, present or future. If the amount of any such obligation is unascertained, we may estimate the amount for the purposes of the set-off. We may accelerate the maturity of any fixed term deposit in order to exercise any right of setoff.

22. General Provisions

- 22.1 These conditions are personal to you and any person who is not a party to these terms and conditions will have no rights to enforce any of these terms. None of your rights, benefits or obligations relating to the agreement or any service provided under its terms may be assigned by you without our prior written permission.
- 22.2 Any waiver of a breach of any conditions shall not affect our rights in the future in respect of any further breach of that or any other term or condition.
- 22.3 This document is subject to rules and regulations of the State Bank of Pakistan or any other regulatory authority and any directions issued by the State Bank of Pakistan or such other regulatory authority and any modifications that may be made to such rules, regulations and directions from time to time.
- 22.4 These conditions shall be governed by and construed and take effect in accordance with the laws of Pakistan. You agree that for any action or proceeding to be brought by you, the courts and tribunals at Karachi in Pakistan shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this agreement.
- 22.5 You further agree that for any action or proceeding to be brought by us against you, the courts and tribunals at Karachi shall have nonexclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this agreement, and you irrevocably waive any objections on the ground of venue or forum non convenience or any similar grounds. You hereby consent generally in respect of any proceedings arising out of or in connection with this agreement to the giving of any relief or the issue of any process in connection with such proceedings.
- 22.6 If any part of these conditions is unenforceable, unlawful or void in any jurisdiction then that part shall be separated from the rest of the conditions which shall continue to be valid and enforceable.
- 22.7 If we choose not to exercise rights against you immediately we can still do so later. In addition to the general conditions recorded herein above, following terms and conditions specific to each product/service, shall govern usage of such product/service by you..
- 22.8 You will pay any bank charges imposed on you or us in relation to any account related transactions products or services.
- 22.9 You acknowledge that we are required to adhere to certain requirements (the "money laundering requirements") relating to the prevention of money laundering and terrorist financing. In complying with the money laundering requirements, we may need to provide information relating to your identity and nationality (or of the beneficial owner of the investments or person acting on your behalf) and any investments you have ordered ("money laundering information"). You therefore agree to provide us with such money laundering information and consent to us disclosing such information to any regulatory authority or investment/fund manager, as is required in order to comply with the money laundering requirements.
- 22.10 You acknowledge that we are not permitted to sell any investment products/provide services to any investors/depositors who are citizens of any sanctioned country (ies) under applicable laws and being citizens of sanctioned countries under the office of foreign assets control of the US Department of Treasury ("restricted persons"). By agreeing to the terms and conditions in this part you are confirming that you and any

economic beneficiary are not a restricted persons. You are also warranting that if you or any economic beneficiaries become a restricted person, you will notify us immediately of such fact. In such circumstances, we may refuse any order by you for future investments/services and may also buy-back/redeem any investments/call back any services/accounts finances that you already hold.

23. Indemnity and Liability

- 23.1 We shall use our best endeavours to provide error free operation of the account and the services to you. Notwithstanding the same, you hereby confirm that;
- 23.2 We shall not be liable for and indemnify and agree to hold us and our respective officers, directors, employees and representatives, agents and contractors from and against any and all loss, damage, liability, payment and obligation and all expenses (including without limitation reasonable legal costs) incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon us, arising out of, inter alia:
- (i) We acting upon your written or verbal instructions to stop payment, and or to act on any other instructions including standing instructions issued by you to us from time to time.
 - (ii) Any claim by you or any other third party concerning the amount, transfer, delivery or non delivery of any product requested through the services or any other matter relating to the services.
 - (iii) Any action taken by us in reliance upon:
 - Instructions which are revealed to be duplicate or erroneous;
 - Instructions purported to have been given by you, which are discovered to be fraudulent;
 - Instruction transmitted/delivered by you through messenger.
 - (iv) Any taxes due to be paid by us on payments made through or pursuant to the services.
 - (v) Any errors, neglects or defaults, acts or omissions whether of itself or of its employees or of any correspondents, sub-agents or of their employees.
 - (vi) Subject to these terms and conditions, any amendment or variation to/of the instructions.
 - (vii) For any instructions not complied with, due to reasons beyond our control.
 - (viii) Any indirect, incidental or consequential loss or loss of profit that you may suffer by reason of disruption or failure in any communication or electronic transmission facility or the services.
 - (ix) Any loss arising out of unauthorized or fraudulent access of the account or the services or otherwise in connection with any agreement or our failure to provide the services.
 - (x) Loss, theft, disclosure of the PINS, card or the cheque book.
 - (xi) Diminution due to taxes or imposts or depreciation in the value of funds credited to an account, whether due to devaluation or fluctuation in the exchange rate or otherwise.
 - (xii) Due to unavailability of funds because of restrictions imposed by the State Bank of Pakistan, including refusal or inability to sell foreign exchange necessary to meet request(s) for withdrawal, restrictions on withdrawal or on convertibility, or on transferability, or the requisition, compulsory, transfer of any character.
 - (xiii) In which circumstances, our head office, other branches, subsidiaries or affiliates will be under no obligation to pay the amount standing to the credit of such account of the cardholder with any of our Pakistan branches.
 - (xiv) You hereby agree to indemnify us for all liabilities, losses, damages and expenses which we may sustain or incur either directly or indirectly as a result of your negligence/mistake or misconduct.
 - (xv) Breach or non-compliance of the rules/terms and conditions relating to the card and account.
 - (xvi) Fraud or dishonesty relating to any transaction by you or your employees/agents.
 - (xvii) ATM/CDC and similar electronic terminals are machines and errors could occur while in operation. You agree to indemnify us for any such machine/mechanical errors/failures.
 - (xviii) You shall indemnify and hold us harmless from any and all consequences arising from you not complying with the Foreign Exchange Laws of Pakistan, the exchange control regulations of the State Bank of Pakistan.

24. Tax

- 24.1 Barclays is required to deduct tax due from you from and on the profit/interest amount paid as well as accrued to you in the current financial year.
- 24.2 All applicable taxes shall be recovered as per tax laws in force.
- 24.3 Zakat, wherever applicable, shall be deducted on valuation data from applicable accounts having balance in excess of the exempted limit as declared for that particular zakat year.
- 24.4 Declaration on prescribed proforma for exemption of deduction of Zakat will be registered with the bank at least one month prior to the valuation date or as per Zakat rules applicable from time to time. Zakat will be deducted as per Zakat and USHR Ordinance 1980.
- 24.5 We reserve the right to vary arrangements described in this condition if there is a change in the relevant tax law.

B. Product/Service Specific Conditions

The following product specific terms and conditions apply when you request a particular account, service or product whether by completing an application form or otherwise. Therefore, any account, service, or product is governed by the general terms and conditions (part A), the product specific terms and conditions (part B), the application form for any account, service or product and any additional conditions which we will tell you when you open an account, request a service or product and/or from time to time.

B1. Terms and Conditions for Term Deposits

1. Eligibility and Availability

These terms and conditions contain the agreement between us, Barclays Bank PLC, a company incorporated under the laws of England and Wales, and a scheduled bank within the meaning of the Banking Companies Ordinance, 1962, acting through its branches in Pakistan ("Barclays") and you for the provision of term deposit ("term deposit").

- 1.1 You may place a term deposit with Barclays denominated either in rupee or in any foreign currency acceptable to Barclays. Barclays reserves the right to refuse to accept or renew the term deposit at its sole discretion. Barclays does not have to give a reason for the decision.
- 1.2 It is recommended that you hold a current account or a savings/PLS account with Barclays in the same name as of the term deposit and in the same currency. However, where there is no savings/PLS account opened and where Barclays agrees to place a term deposit, either a pay order or a demand draft in your name for the principal and profit/interest will be issued to you upon maturity where there is no renewal.
- 1.3 The minimum term for each term deposit where profit/interest is to be cumulated is seven (7) days for Pak Rupee and one (1) month for foreign currency term deposit and the maximum term is five (5) years for Pak Rupee and one (1) year for foreign currency term deposit.

2. Application

- 2.1 You may hold more than one term deposit.
- 2.2 Barclays will only accept term deposit against cleared funds.
- 2.3 The minimum deposit for the term deposit is Rs. 500,000/- or equivalent. We reserve the right to vary the minimum balance requirements from time to time. There is no maximum limit.
- 2.4 The term deposit is neither transferable nor negotiable and the deposit cannot be used to obtain any finance facility, directly or indirectly, from any party without the prior written consent of Barclays.
- 2.5 If we agree to book or place a term deposit upon consideration of your term deposit request form, we shall, within a reasonable period, issue a confirmation of deposit detailing the principal sum received, the length of time for which your principal sum will remain on deposit with us, the maturity date, the applicable profit/interest rate payable by us during

the term of your term deposit, the profit/interest amount due on maturity and the total maturity value.

3. Profit/Interest

- 3.1 Profit/Interest rates for term deposit are agreed in advance for the entire term and communicated to the customer through letter. The profit/interest rate on a term deposit may be determined by Barclays in accordance with its internal policies for determination of these rates (which may be subject to change from time to time) and in accordance with the prevailing rules and regulations of the State Bank of Pakistan issued from time to time. You shall not question the basis for determination of such profit/interest by Barclays and neither shall you have the right to request for any documents or other evidence from us in relation to such determination.
- 3.2 You may obtain details of available profit rates for a term deposit from your relationship manager. Profit/interest rates are established from time to time in accordance with internal policies for determination of these rates and requirements of the State Bank of Pakistan issued from time to time.
- 3.3 Profit is calculated on a daily basis. We shall have exclusive right to determine the basis for the calculation of the amounts payable as profit/interest on any term deposit.
- 3.4 Profit/Interest on term deposit will be paid as follows:
- (i) For term deposit where profit/interest is cumulated, profit/interest will be paid at maturity; and
 - (ii) For term deposit where profit/interest is not cumulated, profit/interest will be paid in accordance with the option selected in the term deposit application.
- 3.5 Payments of profit/interest which fall due on a non-business day, will be paid on the next business day and will be calculated up to the maturity date/day.
- 3.6 Profit/Interest as agreed at the time of booking of term deposit will cease at maturity if the term deposit is not reinvested. In case of re-investment/rollover of term deposit, the profit/interest rate as applicable on the day of reinvestment/rollover will be applicable for the renewed term.
- 3.7 In the event of a partial withdrawal, profit /interest will be payable on a pro-rata basis to the amount being withdrawn.
- 3.8 Amounts representing the principal sum and any profit/interest shall be paid in the currency in which the term deposit account is denominated.

4. Tax

- 4.1 Barclays is required to deduct tax due from you from and on the profit/interest amount paid as well as accrued to you in the current financial year.
- 4.2 All applicable taxes shall be recovered as per tax laws in force.
- 4.3 We reserve the right to vary arrangements described in this condition if there is a change in the relevant tax law.

5. Access and Reinvestment

- 5.1 Withdrawals, whether partial or of the full amount, from the term deposit are permitted, but are subject to payment of breakage fee/pre mature encashment fee. Details of the breakage fee/premature encashment fee are available in your branch. Barclays must receive five (5) business days prior written notice for withdrawal of funds. Such fees shall be determined by us, at our discretion. Where you request an early withdrawal of part of the principal sum prior to the maturity date (which shall not be permitted unless you receive our written permission after your request for such early partial withdrawal), the fees will apply only to the amount of the principal sum you are withdrawing prior to the maturity date. All fees will be deducted from your term deposit or any other accounts you have with us before the principal sum (and any profit/interest) is made available to you. Total fees will never exceed the originally deposited principal sum.

- 5.2 Additions will not be permitted on existing term deposit, however, you may book the additional amount as a new term deposit account on the prevailing rate for that day.
- 5.3 The deposit with profit/interest where applicable, may (but we shall not be obliged to do so) automatically be reinvested at maturity for the same term or next available term at the prevailing profit/interest rate for that day, where no valid instructions to the contrary have been received in writing from you either in the term deposit application or by other written instructions in accordance with condition 5.5 below.
- 5.4 You can authorize automatic reinvestment of the principal sum plus profit/interest accrued at maturity or the principal sum only.
- 5.5 You may vary the instructions relating to reinvestment and withdrawal at maturity set out in the term deposit application, but you must send us written notification which must be received by us at least ten (10) business days prior to the maturity date. In the absence of further instructions, Barclays will act in accordance with the instructions set out in the term deposit application.
- 5.6 The profit/interest rate for any new deposits may be varied, changed and modified as per Barclays daily term deposit rates in accordance with Barclays internal policies for determination of these rates (which may be subject to change from time to time) and in accordance with the prevailing rules and regulations of the State Bank of Pakistan issued from time to time. All our current profit/interest rates for new deposits (including any special or promotional rates) are set out on the display board in any of our branches and updated from time to time.
- 6. Payment of Profit/Interest and Principal**
- 6.1 Term deposit will mature on the maturity date or in the event that this day is a weekend or bank holiday, on the following business day.
- 6.2 In exceptional circumstances, Barclays may require you to withdraw the term deposit. Reasonable notice will be given if we require you to withdraw your funds before maturity.
- 6.3 Profit payment of the term deposit is subject to any requirements of the State Bank of Pakistan, any government acts, orders, decrees, regulations, civil commotion, disputes, war, expropriation, or any other cause beyond the control of Barclays.
- 6.4 In case of you being a company, being wound-up either voluntary or in pursuance of court orders or being a partnership or a trust, being dissolved or being an individual, being declared insolvent or committing an act of insolvency, we will be entitled to an exclusive lien over the proceeds of any term deposit for any amount due and payable by you to us on any account.
- 7. General**
- 7.1 We will operate the term deposit and receive instructions only from the person(s) authorized to do so under the signature card held by us. In case of a joint account held by individuals, any modification of the instructions agreed to under the customer application can be effected only with the consent of all the joint account holders and Barclays will not entertain any individual modification. In such an event Barclays will continue to honor the instruction in accordance with the mode of operation agreed by all the joint account holders under the customer application.
- 7.2 You will notify us promptly in writing if your address changes or if any of the details supplied in any part of the account application change. We may at any time(s) at our discretion and without notice assert a lien and/or exercise right or set-off any balance standing to the credit of the account/term deposit and apply any part thereof to reduce any indebtedness, whatsoever nature that may be, owing to the bank.
- 7.3 These terms and conditions are subject to any requirements of the State Bank of Pakistan and shall be governed and construed in accordance with the laws of Pakistan. Any terms and conditions implied by law will also apply to our relationship.
- 7.4 We may change these terms and conditions. If we do this, we will notify you but individual communication may not be sent to you. We may

publish notices of general nature which are applicable to you on our website or on the notice board of our branch or in any other mode as may be decided by us. Such communication and notices would have the same effect as notice served on you. You may within a period of 15 days from the issue of the notice withdraw the term deposit failing which you shall be deemed to have accepted the change from the effective date mentioned in the notice or from the date as may be specified by the applicable law.

- 7.5 Copies of the terms and conditions are also available at our branches. By placing the term deposit with us, you unconditionally agree to these terms and conditions, whether signed by you or not.
- 7.6 In case deposits are placed with Barclays in any currency other than Pakistani Rupees, same will be subject to the foreign exchange regulations as prescribed by the State Bank of Pakistan as amended/issued from time to time. You will at all times remain in compliance with all (i) prudential regulations issued by the State Bank of Pakistan as amended from time to time; (ii) foreign exchange regulations as prescribed by the State Bank of Pakistan; and (iii) all laws, regulations and directives applicable on deposits placed thereto.

8. Using Information About You

- 8.1 If you wish to make a claim on us under this agreement you must notify us and give us such details of the loss as we may request as soon as you have identified it and in any case within six months after you become aware or should reasonably have become aware of the event or mission on which your claim is based. If you do not do so we will not be liable to you.
- (i) You will reimburse us for any costs incurred, loss, damage or liability we/our agents suffer in acting upon your instructions or resulting from the effect of any local laws or regulations have on payments made in accordance with your instructions or as a result of any breach by you of the terms of this agreement.
- (ii) You will carefully control the issue of all instructions to us and make sure they are in accordance with the authority you have given us. We will not be liable to you if it can be shown that you have not exercised reasonable control over the operation of, and access to your account and our services.

B II. Standing Instructions

1. We will process any standing instruction from you only if you have sufficient cleared funds available in your relevant account.
2. If on two (2) successive occasions, sufficient cleared funds are not available in your relevant account for us to process a standing instruction, we may at our sole discretion cancel that standing instruction without prior notice to you.
3. We may at our sole discretion determine the order of priority of payment of standing instructions over cheques drawn on, or other payments to be withdrawn from, your account(s).
4. We may at our sole discretion make a payment pursuant to a standing instruction in circumstances where you do not have sufficient cleared funds available in your relevant account for such payment. The amount of any shortfall of cleared funds available for a payment shall constitute an overdraft. You will be liable to repay the amount of such overdraft and any applicable markup/profit and charges on any temporary overdraft arising as a result of payment of a standing instruction.
5. We will not be responsible for any delays, losses in transit, errors of transmission, computer error or other errors attributable to us or to any correspondent bank.
6. You may amend or cancel any standing instruction by giving us prior notice. Cancellation or amendment of a standing instruction shall only be effective in respect of payments which are due to be made more than 15 days after receipt of such notice by us.
7. We may ask you to provide us with any information or documents relating to a particular standing instruction you have requested. If the requested information or documents is not provided, we may not process that particular standing instruction.

B III. Cash and Deposit Machine

These terms and conditions are in addition to product , additional terms and conditions and unless otherwise notified by the bank and in the event of any conflict these terms and conditions will prevail.

1. The receipt generated after deposit is only a memorandum of deposit of item(s) described therein.
2. Items deposited are not checked at the time of deposit and are received subject to subsequent verification and scrutiny.
3. Items drawn on member banks of local clearing house will be credited to respective account on realization.
4. Items drawn on non-member banks for local clearing house and accepted for deposit will be sent for collection. Proceeds will be credited on realization.
5. In receiving items for deposit including but not limited to cheques drawn on us or other banks, the bank acts only as the depositor's collecting agent and assumes no responsibility for the realization of such item(s). If payment of the amount of any items is not received by the bank for any reason whatsoever, such amounts will be charged back to the depositor's account including incidental charges. All items for deposit are accepted by the bank on the understanding that the depositor assumes full responsibility for the genuineness, validity and correctness of all details inserted to effect the deposits.
6. The bank accepts for transmission only and at the depositor's risk items not available at this branch. The branch will not be responsible for any losses or delays which may be caused by strike or other causes beyond its control not for any act, omission, neglect, default, failure or insolvency of any correspondents, agents or sub-agents or of its or their employees.
7. It is clarified that the bank may alter any incorrect entry at its terminal and shall advise the customer of such alteration. If the customer does not object to such alteration within 7 days of the date of such advice, the customer shall be deemed conclusively to have accepted the altered entries as true and accurate in all respects.
8. The bank shall not be responsible for any delay or error in crediting the customer account(s) in the event of any malfunctioning of CCDM or the bank's computer or for any other circumstances or reason beyond the bank's reasonable control, and shall not be liable to the customer or any other party for any loss or damage which may be incurred or suffered by them in any way in connection therewith.
9. The bank shall not be liable for any errors, neglects or defaults, acts or omissions whether of itself or its employees or of any correspondents, 3rd party contractual's or of their employee or employees.
10. Unless is it otherwise expressly and specifically agreed in writing, the bank may at its discretion, convert into foreign value the funds, received from the customer at the bank's selling rate on the day such funds are received. The bank's statement in writing that it has effected such conversion shall be conclusive.

B IV. Terms and Conditions for Commercial Internet Banking – Pakistan

1. Definitions

- 1.1 Under these specific terms and conditions, all the capitalized words and phrases have the meaning as stated hereunder, unless the context indicates otherwise:
 - "Account" means all existing, new and future accounts of the customer at Barclays in Pakistan which are designated by Barclays to be eligible for the use of internet banking service.
 - "Barclays" means Barclays Bank PLC, a banking company incorporated under the laws of England and a scheduled commercial bank within the meaning of the Banking Companies Ordinance 1962 through its branch offices in Pakistan and at such other places as may be notified from time to time.
 - "Business Hours" means the time period for which Barclays is open for business and the business hours may vary for each branch of Barclays, as notified from time to time.
 - "Charges" means all charges, fees, markup, costs and expenses

levied by Barclays in accordance with any applicable law or agreement (in each case as modified from time to time) with respect to any account and/or internet banking service on the customer and shall include service tax and any other applicable taxes.

- "Customer" refers to the person or persons (i) in whose name the account(s) with Barclays are existing, may be opened (changed) now or at any time in future; and/or (ii) to whom the internet banking service is made available at Barclays' sole discretion.
 - "Identification Information" means the unique identifier, password, code, digital certificate, private key, public key, e-token, PIN and any information and/or mechanism provided by Barclays to the customer (as determined and issued by Barclays from time to time at Barclays' sole discretion) to uniquely authenticate and verify a customer and his actions in relation to the internet banking service.
 - "Instruction" means any instruction or command purportedly to be given by the customer in reference to any internet banking service using identification information and effective after authentication.
 - "Internet Banking Service" means the facilities offered by Barclays, at its sole discretion, to carry out various transactions or avail of information over the internet. The internet banking service may be provided by Barclays directly or (in part or in full) through its associates or contracted service providers.
- 1.2 In these terms and conditions, unless a contrary intention clearly appears, words importing (i) any one gender include the other gender; and (ii) the singular include the plural and vice versa (iii) and person includes created entities (corporate or non-corporate) and vice versa.

2. General

- 2.1 Before signing the application, the customer is expected to enquire, read and understand all the applicable terms and conditions (including recorded herein).
- 2.2 By signing the internet banking service application form or by acknowledging receipt of the identification information, the customer is deemed to have acknowledged that he has read, reviewed, understood and unconditionally and irrevocably accepted all the applicable terms and conditions. The terms and conditions shall form the contract between the customer and Barclays for availing of the internet banking service and shall be further subject to such other terms as Barclays may specify from time to time. Barclays expressly reserves the right at any time and without prior notice to the customer, to add, alter, modify, change or vary all or any of the terms and conditions or to replace wholly or in part this programme by another programme, or withdraw it altogether and Barclays shall make such updated terms and conditions available at www.barclays.pk. The customer hereby undertakes that it shall keep him/herself updated about the then applicable terms and conditions before any/every use of the internet banking services.
- 2.3 The customer acknowledges that the internet banking service is provided by Barclays to the customer at Barclays' discretion and only as a convenience to the customer. The customer may avail of the internet banking service at his own risk.

3. Applicability

- 3.1 These terms and conditions are applicable to the internet banking service offered by Barclays to its customers and are in addition to any other terms and conditions applicable to the facilities and services offered through internet banking.
- 3.2 The customer acknowledges that Barclays may add services to the internet banking service or discontinue some of the services provided through the internet banking service as Barclays in its absolute discretion may deem appropriate or fit without the prior consent of the customer.
- 3.3 The customer further acknowledges that any and all information provided through the internet banking service or for the use of the internet banking service (including identification information) remains the sole property of Barclays. Accordingly, the customer acknowledges

and accepts that Barclays may, in its absolute discretion, restrict the internet banking service or withdraw the usage of identification information and/or any other services, authentication methods or devices that may have been provided by Barclays for the purposes of using the internet banking service.

3.4 The customer understands that he/she will be able to access the internet banking services only if he/she is in possession of a valid identification information (like digital certificate) should be valid as on the time of attempt to use these services.

3.5 Barclays will, at its sole option, set and reset minimum and maximum limits for any transaction that may be carried out by the customer over the internet and any such limits would be subject to the availability of a sufficient balance in the relevant account. Such limits are to reduce the risks on the customer and may be imposed by way of number of transactions within a particular period or by way of the amount restriction within a particular period or both.

3.6 The customer further acknowledges that financial facilities availed of or applied from the bank shall, in addition to terms and conditions agreed, be subject to the then applicable rules, regulations, laws, guidelines including UCP guidelines issued from time to time for such financial facility(ies).

4. Access

4.1 The customer will be provided with identification information by Barclays to avail of any internet banking service.

4.2 Customer's access to internet banking service will be disabled if a wrong identification information is entered successively for the number of times as may be decided by Barclays at its sole discretion from time to time. In such event, the customer will be required to ask for issuance/allotment of fresh identification information for which Barclays may charge at the rate prevalent at such time.

4.3 Barclays may decide to disable access to the internet banking service in case the service is not utilised by the customer for a continuous period as specified by Barclays at its sole discretion. The customer may also request for temporary or permanent disabling of access. To reactivate access to internet banking service, the customer must intimate Barclays in writing or such other mode as may be prescribed by Barclays, providing all details as may be required or prescribed by Barclays.

4.4 If the customer leaves the identification information unattended, there is a risk of use/misuse of the same and it is reiterated here that customer shall solely be responsible for all the transactions conducted by using such identification information and would be deemed as the same have been conducted with due authorization of the customer.

5. Security Procedure and Confidentiality of Identification Information

5.1 The customer agrees and acknowledges that he solely shall be responsible for maintaining the secrecy of his account details and identification information. The customer must comply with any other requirements designed to protect the security of his use of the internet banking service, which are notified to the customer by Barclays from time to time.

5.2 To ensure that the customer alone is able to access and give instructions through the internet, he must at all times comply with the following security procedures: (i) safeguard his identification information at all times and not to disclose any details of his identification information to anyone else (including to a member of Barclays' staff); (ii) not record identification information in a way whereby it will be legible or accessible to any third party; (iii) preferably memorise identification information and then destroy any record of them; (iv) not allow anyone to operate the internet banking service on his behalf; (v) not leave any system unattended while he is logged on to the internet banking service and each time he goes away from such system he/she should log-out from our internet banking services; (vi) not leave the identification information unattended as there is a risk of use/misuse of the same (vii)not access the internet banking service from any equipment or device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy his identification information. (viii)any other security measures

which a man of reasonable prudence will follow/exercise to keep his most valuable articles/goods safe and ensure that the same is not misused. The customer shall indemnify Barclays if any loss is suffered by Barclays due to his failure to comply with the above security procedures.

5.3 The customer hereby confirms that he/she shall solely be responsible for all the transactions conducted by using identification information issued to him/her/it and the same will be deemed to have emanated from such customer.

5.4 If the customer discovers or suspects that his identification information or any part of it is known to someone else or is lost or stolen, he must immediately notify Barclays in writing or such other mode as may be prescribed by Barclays. Barclays may suspend use of the internet banking service until a new identification information has been set up. Any transaction done prior to such a notification being received by Barclays shall be entirely at customer's risk and cost. Barclays shall not be liable for any losses and/or damages arising directly or indirectly as a result of such loss or theft or failure by the customer to notify Barclays of such incident.

5.5 The customer undertakes to return the identification information to the bank on termination/suspension/expiry (of the validity) of the identification information.

6. Authority to Barclays to Carry Out Instructions

6.1 The internet banking service can be accessed only after successful identification and authentication of the customer by means of identification information.

6.2 The customer hereby grants express authority to Barclays for carrying out any transaction received by Barclays through the internet using his identification information, post authentication and the same will be deemed to have emanated from such customer.

6.3 All transactions arising from the use of the internet banking service in the account shall be binding on the customer. Barclays shall in no manner be liable for any loss/damage whatsoever that may be incurred or alleged to be incurred by the customer in such an event.

6.4 The customer agrees that he shall be solely responsible for the instruction, transaction or information provided by the customer by way of internet banking service. The customer acknowledges that Barclays shall have no obligation to verify the authenticity of any instruction, transaction or information received by way of the internet banking service or purporting to have been sent by the customer other than by means of confirmation of the identification information by the verification mechanism(s) applied by Barclays. Barclays will not be liable for acting in good faith on such instructions. The customer will be responsible for keying in the correct account number and other required details. Barclays will in no case be liable for any erroneous transactions incurred arising out of or relating to the customer entering wrong details. The customer will be liable for any or all use/misuse of the identification information by a third party and for unauthorized instructions purporting to come from the customer except in case of wilful misconduct or gross negligence on part of Barclays.

6.5 If Barclays is of the opinion that an instruction over the internet may not have been properly authorized by the customer, Barclays may, after making reasonable efforts to check whether it was properly authorized, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. Barclays may at its sole discretion decide not to carry out any instruction received through internet, where Barclays has reason to believe that the instruction is not genuine or otherwise improper or unclear or raises a doubt. Barclays will not be responsible for any loss to the customer and/or third party that results from such refusal to carry out instructions or reversal or from any delay in effecting any instructions resulting from Barclays' efforts to verify an authorization in respect of any instruction.

6.6 If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the customer, Barclays shall not be required to act on the request until it receives such documentation from the customer.

- 6.7 Any request for a service initiated and authenticated by the customer after the prescribed cut-off time, the same cannot be given effect on the same day but will be considered for the next working day for execution.
- 6.8 The customer acknowledges that these terms and conditions and the provision of internet banking service by Barclays are subject to applicable laws and regulations as well as guidelines, notifications, circulars and directions issued by the State Bank of Pakistan and any other competent authorities from time to time. Barclays will not be liable or responsible for any variation, suspension or withdrawal of internet banking service if such variation, suspension or withdrawal is pursuant to any guidelines, notifications, circulars or directions from the State Bank of Pakistan or any other competent authority.
- 6.9 If funds transfer functionality is made available to the customer, it may be used for transfer of funds from an account to other accounts belonging to third parties maintained at Barclays or at any other bank through available payment channels (including State Bank of Pakistan electronic fund transfer system).
- 7. Processing of Transactions**
- 7.1 The time taken for processing of transactions through the internet banking service may vary, including depending on whether they can be updated immediately or whether they are processed after the close of business hours of the relevant branch and the cut-off times for various services. The customer acknowledges that it understands that he would need to check the online status of his transaction and any correspondence from the bank related to the application to know its fate and the mere fact that it has been authorized by him does not mean that it has been processed by the bank.
- 7.2 Once the customer has given an instruction through the internet banking service, he will not be able to reverse it. Barclays is under no obligation to reverse any instruction a customer has given; or to accept an instruction that is conditional or reversible or which requires Barclays to pay a third party sooner than it would have been able to pay, following normal banking practices.
- 7.3 The customer acknowledges that he/she understands that transaction once attempted and failed will not be again be re-attempted on its own by the system and customer may be required to make an attempt again as a fresh transaction.
- 7.4 The customer hereby confirms and acknowledges that the payments made by he/she through electronic transfer of funds are subject to the applicable provisions of the income tax ordinance and foreign exchange regulations and manual (as amended from time to time).
- 7.5 If any request for a service is such that it cannot be given effect to unless followed up by requisite documentation on the part of the customer, the bank shall not be required to act on the request until it receives such documentation from the customer.
- 7.6 Any request for a service initiated or authenticated by the customer after the prescribed cut-off time, the same cannot be given effect on the same day but will be considered for the next working day for execution.
- 7.7 The customer understands and acknowledges that any instruction which has incomplete information or which does not meet legal and regulatory requirements or the banks parameters, the bank will not be liable to process the same.
- 7.8 The customer understands and acknowledges that any instruction received by Barclays from the customer for stop payment request or cancelling the stop payment instructions of a cheque will be processed by Barclays only on best effort basis.
- 7.9 The financial information available by means of the internet banking service is for reference purposes only. Account information available through the internet banking service will not reflect transactions that may be in Barclays' hands but which have not been processed or which still have to be verified for payment. Any information supplied to the customer through the internet banking service will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the customer. Barclays shall not be liable for any loss incurred or damage suffered by the customer or third party by reason or in consequence of any such financial information.
- 7.10 Customer understands and acknowledges that in case any request for a service require conversion of foreign currency, the exchange rate for such conversion shall be contracted/effective rate prevailing at the time of giving effect to the transaction.
- 7.11 Barclays will not be liable if it does not act on instructions of the customer or it does not carryout any its responsibilities or is delayed in carrying out its responsibilities under this arrangement as a result of anything that it is beyond its control which includes any act of God, fire, war, labour dispute, accident, government action, act of terrorism, communication or system failure.
- 8. Record of Transactions**
- The customer agrees and acknowledges that Barclays' own record of transactions in relation to the internet banking service maintained through its computer systems or otherwise shall be accepted as conclusive and shall be binding on the customer in the event of any dispute and for all other purposes.
- 9. Maintenance of Sufficient Balance**
- 9.1 Barclays shall process any transaction or instruction requiring payment or fund transfer only if there are sufficient funds (or prearranged credit facilities) available in the account. In case that funds (or prearranged credit facilities) are insufficient to effect the requested transaction, Barclays may reject such transaction or instruction and/or may, at its discretion, charge any interest and other charges (including penalty charges) to the customer's account in question. Once rejected transactions will have to be re-initiated by the customer if re-processing is desired.
- 9.2 Barclays shall not be liable for any omission to make payments or any late payments, unless such omission or late payment is due to gross negligence of Barclays.
- 9.3 Barclays may suspend/withdraw the facility of the internet banking service, wholly or partly, if at any time the amount of deposit falls short of the required minimum and/or if charges remain unpaid, without giving any further notice to the customer and/or without incurring any liability or responsibility whatsoever by reason of such suspension/withdrawal.
- 10. Liability of the Customer/Rights of Barclays**
- 10.1 Each time the customer accesses the internet banking service, it may automatically provide or request the customer to update the customer's system with the software necessary to enable the customer to access and operate the internet banking service. It is the customer's responsibility to ensure that the software and hardware provided by Barclays is compatible with any computer or other device from which the customer accesses the internet banking service Barclays shall not be liable to the customer for any loss suffered by the customer as a result of any incompatibility between the software and/or the provided hardware for internet banking service and any computer or other device from which the customer accesses the internet banking service.
- 10.2 The customer must take all reasonable measures to ensure that any computer and other device from which the customer may access the internet banking service is free from any computer virus or similar device or software, including without limitation devices commonly known as keystroke loggers, spyware, software bombs, Trojan horses, worms, and any other sort of malicious software. The customer shall make its own contingency arrangements to cover system or operating failures or suspensions.
- 10.3 Barclays may apply such technology as it deems fit, to ensure the security of and prevent unauthorized access to the internet banking service.
- 10.4 The customer shall at his/its own cost, procure, maintain and update/upgrade all such software and computer and communication systems, as applicable, from time to time, to avail and use the internet banking service which are compatible with Barclays' system.
- 10.5 Barclays shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under

- no obligation to support the software, hardware, operating systems of the customer and that the same shall be the sole responsibility of the customer.
- 10.6 The customer shall indemnify and hold harmless Barclays, its affiliates, directors and employees, representatives and/or agents, as the case may be, promptly upon written demand against any claim, demand, action, suit, proceeding initiated against it, liability, damages, costs, expenses, or loss which Barclays may incur, sustain, suffer or is likely to suffer in connection with or as a consequence of any breach by the customer of these terms and conditions or the execution of the customer's instructions.
- 10.7 The customer shall immediately inform Barclays of any failure, delay, malfunction, virus, programming error or error in sending or receiving the instruction or any suspected fraud and assist Barclays in any remedial steps which it may propose.
- 11. Extent of Liability of Barclays**
- 11.1 Barclays does not warrant that access to its website and the internet banking service shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the website or use, accuracy or reliability of the internet banking service.
- 11.2 Barclays will not be liable for any virus that may enter the customer's system as a result of the customer using the internet banking service and does not guarantee to the customer or any other third party that the internet banking service would be virus free.
- 11.3 Barclays shall not be liable for any loss or damage to the customer as a result of making or not making the internet banking service available to the customer or as a result of loss of internet banking service to the customer, including any direct, indirect, consequential or special loss, even if Barclays has been advised of the same. Circumstances where Barclays will not be liable will include (but not be limited to): (i) acting on instruction which has been validly authenticated as coming from the customer but which in fact have been issued by a third party; (ii) any reliance on financial information provided as part, or by means, of the internet banking service; (iii) any misuse of the customer's system or any access to information about the customer's accounts which is obtained by a third party (except where that access is obtained as a result of Barclays' gross negligence or wilful default); (iv) reliance on any supporting documents attached; and (v) loss or distortion of data during transmission or other faults in the telecommunication network or a network failure.
- 12. Risks**
- The customer acknowledges that he is availing of the internet banking service at his own risk. The customer is aware and accepts that, in addition to risks mentioned in these terms and conditions, internet banking also involves the following risks:
- (i) Internet is per se susceptible to fraud, misuse, hacking and other actions to that effect; (ii) any inaccurate filing of data on the part of the customer could result in the funds being transferred to incorrect accounts and recovery thereof may not be possible; (iii) transactions that require transfer of funds may not fructify or may not be completed by parties to whom the customer requests the bank to transfer funds. The customer's sole recourse in such situation is against the party with whom the customer is transacting; and (iv) the use of the internet generally involves technology risks (such as viruses or destructive codes) that may not be completely excluded and which could affect provision of services or a loss of data. Inherent in its nature, the internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect payment instructions/other instructions to Barclays. customer to note that our website to access internet banking services is www.barclays.pk only. It is recommended that you type correct URL at the time of attempting to access internet banking services. You shall take sufficient precautions to ensure that you do not fall trap to any phishing/fraudulent attempts where, among others, you may be asked to visit any similarly spelt/sounding or other wise similar domain/URL. Barclays Bank PLC. shall not be liable for any loss, damage, if any, caused to you if you access these websites, act in reply to such emails, or provide your personal information at such other websites without seeking our confirmation in writing.
- 13. Proprietary Rights of Barclays/Copyright**
- 13.1 The customer acknowledges and agrees that all the rights in the software underlying any of the internet banking service as well as any other software and hardware provided by Barclays which is required for availing of the internet banking service accessing the account are the legal property of Barclays or the respective vendors. The permission given by Barclays to access the accounts and to utilise the internet banking service shall not convey any proprietary or ownership rights in the intellectual property of the software and hardware. The customer shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the above-mentioned software or hardware or copy the source code of the software or create any derivative product based on the software.
- 13.2 The internet banking service is provided for use by customers in Pakistan. Customers are responsible for ensuring that the use of the internet banking service by them is at all times in accordance with the applicable laws and regulations of Pakistan and other relevant jurisdictions.
- 13.3 The entire design and content of the website for the internet banking service is subject to copyrights. Barclays eagle logo and Barclays name are registered trademarks. All rights are reserved and the information held is for the customer's personal use only. The customer may not download (all or in part), transmit or modify the website without Barclays' prior permission. However, the customer may print out part or all of the website for his own personal use. No third party is permitted to link any other website to the website for the internet banking service.
- 14. Third Party Products and Services**
- 14.1 Where Barclays provides hypertext links to third party internet websites, such links are not an endorsement by Barclays of any products or services in such websites. The customer shall use such links entirely at his own risk and Barclays accepts no responsibility or liability for the content, use or availability of such websites or for any loss or damage, however arising, suffered as a result of their use. Barclays has not verified the truth or accuracy of any content of such websites.
- 14.2 The website may also contain some material provided by third parties, in which case Barclays accepts no responsibility or liability for the accuracy of such material.
- 15. Costs and Charges**
- 15.1 Barclays is entitled to charge the customer charges for the internet banking service provided in accordance with the schedule of charges displayed on the website. It is hereby clarified that these charges are in addition to the charges which bank could have charged for the services and products availed of by the customer
- 15.2 Illegal or improper use of the internet banking service shall render the customer liable for payment of charges as decided by Barclays and/or will result in suspension/withdrawal of the internet banking service.
- 15.3 The schedule of charges being displayed on the website maintained by Barclays for providing the internet banking service including for issuance /renewal of identification information, may be amended from time to time and will be applicable and binding upon the customer.
- 15.4 All charges applicable to the internet banking service including for issuance of identification information shall be for the account of the customer and the customer hereby authorizes Barclays to debit the same directly to any of the customer's accounts.
- 16. Disclosure of Information/Use of Cookies**
- 16.1 The customer agrees that Barclays, its group companies and/or their contractors may hold and process the customers' personal information and all other information concerning his/her account(s) both in Pakistan and outside Pakistan. Barclays may disclose such information for reasons inclusive of, but not limited to, participation in electronic clearing, credit rating by recognized credit scoring agencies, or for fraud prevention purposes, in each case in compliance with applicable mandatory laws and regulations. Barclays may also use this information to develop and improve its services to customers, for example for

informing the customer about products and services (including those of others) which may be of interest to the customer.

- 16.2 Barclays use cookies for various purposes, including, without limitation, to gather customer journey information across its websites, ensure customer privacy in its secure sites, store login details for Barclays secure sites, temporarily store details input into its calculators, tools, illustrations and demonstrations; store details of the customers marketing, product and business unit preferences to improve its targeting and enhance the customer's journey through its sites; and evaluate its sites advertising and promotional effectiveness. Barclays uses both its own (first party) and partner companies (third party) cookies to support these purposes. Some or all of the internet banking service may require cookies in the customer's browser to view and use them and to protect the customer's financial and personal information.

17. Termination of Internet Banking Service

- 17.1 The customer can cancel use of the internet banking service at any time by giving a written notice of at least 7 days to Barclays to the relevant branch manager or through the contact channels prescribed by Barclays from time to time. In such event, any transaction and liability incurred by the customer prior to such cancellation shall be paid or, respectively, reimbursed by the customer. The customer shall return to Barclays all software and hardware provided for the use of the internet banking service.
- 17.2 Closure of all accounts of a customer will also terminate the internet banking service.
- 17.3 Barclays has the right to terminate or suspend use by the customer of any internet banking service at any time. Barclays may give notice before termination/suspension of internet banking service depending upon the circumstances under which such termination or suspension was imposed.
- 17.4 If the customer's use of the internet banking service comes to an end for any reason, this will not affect any instructions the customer has already given via the internet banking service.
- 17.5 In case of termination of the internet banking service, the customer shall without undue delay at his own cost return all software, hardware and other devices provided by Barclays for the use of the internet banking service.

18. Non-Transferability/Assignment

- 18.1 The customer acknowledges that the account and the internet banking service offered to the customer are not assignable or transferable to any third party under any circumstances and shall be used only by the customer or its authorized representative. The customer's legal representatives, administrators and successors are bound by these terms and conditions.
- 18.2 Barclays may sub-contract and employ agents to carry out any of its obligations under this contract.

19. Amendments to Terms and Conditions

- 19.1 Barclays reserves the right to change or amend these terms and conditions at any time by publishing the amended/ revised terms and conditions together with a notification on the web page used for the internet banking service or by a similar mode as may be deemed fit by Barclays. Barclays shall make such updated terms and conditions available at www.barclays.pk. The customer hereby undertakes that it shall keep him/herself updated about the then applicable terms and conditions before any/every usage of the internet banking services.

20. Notices

- 20.1 The customer shall give or send to Barclays any corresponding or formal notice, including complaints in connection with the internet banking service in writing to the relevant branch office as may be notified by Barclays to the customer from time to time or such other mode as may be prescribed by Barclays.
- 20.2 Customers personal details furnished to Barclays are deemed to be true

and correct and Barclays has the right to communicate with the customer based on these details for the purpose of any communication and notices. It is the customer's duty to update and keep Barclays informed of any changes in his personal details.

- 20.3 Barclays may contact customers and give notices in connection with this arrangement by post, telephone or internet using the customer's contact details made available by the customer in the internet banking service application form. Customer must ensure adequate security is setup on its computer phone instrument/contact point. Barclays would not be responsible if any unauthorized person gains access to your emails/ mails.

- 20.4 In addition, Barclays may also publish notices on its web pages. Such notices will have the same effect as a notice served individually to each customer.

21. Dispute Resolution

If the customer has a dispute or difference with Barclays, the customer should first refer to Barclays' internal dispute resolution procedures as described on the website for the internet banking service and as amended from time to time at Barclays' sole discretion. If the dispute or difference cannot be resolved in that manner, either of the parties may refer the matter to arbitration in accordance with the arbitration act 1940.

22. Governing Law

- 22.1 These terms and conditions and the usage of the internet banking service shall be governed by, construed in accordance with and be subject to laws of Pakistan and guidelines as may be issued by State Bank of Pakistan and other competent authorities from time to time. the mere fact that the internet banking service can be accessed in any country other than Pakistan shall not be interpreted to imply that the laws of that country govern these terms and conditions and/or the operations of the accounts of the customer.

- 22.2 The court or tribunal within whose jurisdiction the branch office of Barclays maintaining the account of the customer is situate shall have exclusive jurisdiction over all matters arising out of these terms and conditions.

23. Miscellaneous

If any provision of these terms and conditions is held to be illegal, void or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be deleted and the remaining terms and conditions shall continue in full force and effect. The relevant provision shall be deemed to be replaced by such legal and enforceable provision the scope and economic consequences of which come closest to the provision replaced.

B V. Terms and Conditions for Funds Transfer

You agree that in consideration of the bank accepting from you a funds transfer instruction on bank's standard form or your letterhead or on plain paper, you agree that in addition to the terms and conditions under part a above, following shall also apply for all funds transfer requests.

"Adequate Balance" means the amount of funds, which need to be available in your account in order to make the transfer of funds you request and for us to debit the charges payable for the service.

"Beneficiary" means a person to whom you would like to remit funds using the service.

"Beneficiary Bank" means the bank with which the beneficiary holds an account.

"Charges" means charges levied by us for use of the services by you.

"Demand Draft" means a cheque drawn by another correspondent bank upon receipt of transfer funds from us and then sent to beneficiary.

"Terms and Conditions" means these terms and conditions (general part A, specific terms and conditions part B and additional terms which apply to the use of this service.

"Transfer" means request for the payment of funds authorized by you through the service to process and deliver to the beneficiary.

"Transfer time" means the time taken for funds transferred to be credited to the beneficiary bank.

1. In order to avail the service you will have to provide us with the beneficiary information as requested by us which includes but may not be restricted to:
 - (i) Name of the beneficiary
 - (ii) Postal/registered address of the beneficiary
 - (iii) Beneficiary account number
 - (iv) Beneficiary identification
 - (v) Any other detail of the beneficiary required for the purposes of KYC/anti money laundering purpose or for a regulatory or bank's internal policy purpose.

When you nominate a beneficiary for remitting money, we may have to conduct anti-money laundering checks on the beneficiary within a reasonable time period. For this you will provide us with the required information which may include but not be limited to personal bank account and contact and identification details. Once the beneficiary is cleared by us, you can transfer money to the beneficiary.

2. For each remittance you will have to inform us of the amount to be remitted to the beneficiary along with the purpose and give your confirmation for further processing of transaction. You can remit money to any number of beneficiaries. once transaction along with beneficiary details has been confirmed by you it cannot be changed.
3. We will transfer the funds to the beneficiary depending upon the payment method chosen by you for remitting money to the bank account of the beneficiary in accordance with the services we provide. For avoidance of doubt the transfer time taken by us to carry out regulatory/compliance checks on the beneficiary as mentioned above. The estimated transfer time for each remittance transaction will be informed to you and will vary. In calculating relevant transfer time, holidays and non working days in both the originating and disbursing countries are excluded.
4. Where you confirm the transfer request, the system will debit the transfer amount and charges. However, if due to any technical problem we are not able to process the transfer we will refund the amount of charged debited from your account within 24 hours.
5. When transfer of funds requires conversion of funds into foreign currency, we will notify you of the estimated exchange rate which may be applied. The exchange rate intimated to you is merely indicative and may vary from the actual transaction rate. Different rates will apply during business hours and non business hours/holidays/non banking days and these rates will be intimated to you. If it is not possible to confirm the rate to be applied at the time of transfer we will confirm the relevant rate to you within 1 (one) working day of the transfer by post or e-mail or through call centre on the contact details provided by you.
6. For any reversal/cancellation of a transfer request, we may deduct from your account, charges for cancellation and a sum equal to the exchange rate loss we may incur. As a user of the service you acknowledge and agree that, you will have to pay your charges for each fund transfer requested by you. You will have to ensure that your use of service will not in any way directly or indirectly violate any laws, rules, regulations (including foreign exchange regulations) or otherwise breach these terms and conditions. You must ensure that all information you provide us is true, accurate, correct and complete. You are responsible for ensuring that the details of each beneficiary are correct and it is your responsibility to verify the accuracy of details of the intended destination of the funds to be transferred and to accurately complete all the mandatory fields for the purposes of availing the service. It is your responsibility to review your account statement and other advices that we send to you.
7. As a user of the service you acknowledge and agree that, if you ask us to cancel a fund transfer request, we shall try our best to cancel the same. We shall not be liable if for any reason we are unable to cancel the transaction. Once a transfer has been made and beneficiary account has been credited with your request, then any reversal will be subject to beneficiary prior written consent. We will not be responsible for obtaining the consent.

8. You agree that our liability with respect to encashment of the draft of payment of the transferred fund shall not exceed in any case the extent to which payment may be allowed in the currency in which the draft is drawn or transferred funds are to be paid. Bank or the group shall not be liable for any delays or loss by any act or order of any government or government authority/agency/body or as a result or consequence of force majeure.

9. We shall not be liable for, and shall be indemnified by you in respect of any loss or damages caused by you act or omission, which contravenes or is likely to contravene any of the provisions of the applicable terms and conditions. Including but not limited to losses resulting from fraudulent, duplicate, erroneous manually initiated transfer instructions originating or purporting to have been originated by you which shall include instructions that are initiated via, phone, fax, messenger, paper mail, voice mail, electronic mail, file transfer, telex or other similar manual originating means.

10. We shall have the right but not be obligated to confirm the contents of manually initiated fund transfer instructions by you through telephone call. You agree and authorizes us to record such conversations and to produce such recording in evidence where required. We reserve the right to refuse to execute any manually initiated funds transfer request where you fail to follow the process or our relevant requests for allowing such manual transfers.

11. We may change these terms and conditions due to market conditions or changes in the cost of providing this service to you, or changes or anticipated changes in legal, regulatory or other requirements affecting us, or any systems or product development or introduction of new products or services or any other reasonable cause or reason.

B VI. Terms and Conditions (for Subscription for Account Statement by Email)

I/We, the customer, understand that Barclays Bank PLC (bank), is enabling its customers to receive monthly/quarterly statement of their bank accounts by way of post (physical bill) as well as by way of an email. Following terms and conditions will be binding on me/us if we opt for statements on email. In the event any of the terms mentioned herein below is not acceptable to me/us, we shall intimate the bank of the same and request the bank to send statement of our accounts only in physical form (by way of post).

1. I/We understand that sending the statement of accounts via e-mail is for my/our convenience. The bank shall not be liable or responsible for any breach of secrecy or confidentiality in any manner whatsoever on account of the information/statement of accounts being sent by email ("e-statements") so long the same is sent at the e-mail address given by me/us in writing.
2. I/We shall verify the authenticity of the emails, I/we receive. I/We shall not hold the bank responsible for any e-statement received from frauds/imposters. I/We shall not hold the bank liable if any problem arises with my/our computer network because of me/us receiving e-statements from the bank.
3. I/We understand that internet transmission lines are not encrypted and that email is not a secure means of transmission I/we understand, acknowledge and confirm that (i) internet is per se susceptible to fraud, misuse, hacking and other actions to that effect; and (ii) the use of the internet generally involves technology risks (such as viruses or destructive codes) that may not be completely excluded and which could affect provision of services or a loss of data. Despite bank taking security steps which it is required to take under applicable laws, rules or regulations, I/we acknowledge and accept that such unsecure transmission methods involve the risk of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever purposes.
4. I/We undertake to inform the bank in writing of any change in the email address given by me/us.
5. The bank shall not be responsible if I/we do not receive the e-statements due to incorrect email address furnished by me and/or technical reasons

6. I/We are authorized by the other holders to receive the e-statements at the above email address on behalf of the other holders.
7. I/We confirm to have read and understood the terms and conditions pertaining to my/our account.
8. The use and storage of any information including without limitation, the password, account information, transaction activity, account balances and any other information available on my/our (the customer's) personal computer is at my/our own risk and my/our sole responsibility and liability.
9. I/We understand that these terms and conditions are in addition to the other terms and conditions applicable to my bank accounts.

In witness whereof, the parties hereto have executed the agreement on the date written below.

Signed for and on behalf of customer:

Customer Name and Stamp

By: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of
Barclays Bank PLC, Pakistan

By: _____

Name: _____

Title: _____

Date: _____

Witnesses:

1. Full Name: _____

Address: _____

Signature: _____

CNIC No: _____

2. Full Name: _____

Address: _____

Signature: _____

CNIC No: _____