



Customer Agreement

Terms and Conditions

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Part A and B shall jointly be referred to as the "Customer Agreement".
Part A separately shall be referred to as the "General Terms and Conditions".
Part B separately shall be referred to as the "Product Specific Terms and Conditions".

This Customer Agreement

- applies if you have an account with Barclays or are provided with any product or service by Barclays in Pakistan; and
- explains our obligations to you and your obligations to us.

Your agreement with us is contained in:

- these General Terms and Conditions (Part A) and Product Specific Terms and Conditions (Part B);
- the Additional Conditions (see below condition 1.1); and
- any application form signed by you;
- the signature card signed by you.

Part A and Part B shall come into effect immediately upon you signing an application form for any product or service with Barclays Bank PLC, in Pakistan.

A. General Terms and Conditions

1. Introduction

- 1.1 Additional Conditions include our charges and Markup/Profit, notice periods, minimum or maximum balances 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 or product). They are set out in material we publish which you can ask for at any time. We may also publish them on our website.
- 1.2 If the additional conditions are inconsistent with the provisions of the Customer Agreement, the Additional Conditions will apply.
- 1.3 In the Customer Agreement "you" and "your" mean any customer operating an account with us and include (where appropriate) any person you authorize to give instructions on your accounts. "We", "us", "our" and "Bank" mean Barclays Bank PLC, Pakistan a company incorporated under the laws of England, and a scheduled bank within the meaning of the Banking Companies Ordinance, 1962, acting through its branches in Pakistan and "Barclays Group" means us, our parent company and any companies we or our parent company totally or partly own at any time.
- 1.4 To open an account you must submit an application form as well as the required information and documents. If an account is opened without the required documents, we may, at our discretion, stop you from operating the account till the necessary documents are submitted. In case you do not submit the necessary documents we may, at our discretion, close your account.
- 1.5 You should quote the Account Number that we have allocated you in all correspondences with us.

2. Contacting Each Other

- 2.1 We may contact you by telephone, mobile, facsimile, registered mail or courier and computer (which in this Customer Agreement includes the Internet, digital television and any form of electronic message made by any type of electronic device) using the latest address, telephone number, facsimile number or electronic mail address you have given us. In certain circumstances we may contact you in person by visiting you at your office or residence within Pakistan or otherwise. It is your responsibility to ensure that we have your current contact details. We will continue sending information to you at the last known address we have for you until two consecutive pieces of information have been returned to us undelivered. We will not be held liable for loss or damage resulting from your failure to receive information from us. If you do not inform us promptly of a change to your details, the security of your information could be put at risk. We will not be responsible for any loss arising as a consequence of the same.
- 2.2 You can contact us at any of our branches and on the telephone number we give you, or by computer following the user guidance.
- 2.3 The procedures you must follow for our Computer Banking 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.
- 2.4 We may record or monitor telephone calls and monitor electronic communications (including emails) between us so that we can check instructions and make sure that we are meeting our service standards. Such records may also be produced by us in court or other official proceedings in order to verify your instructions.
- 2.5 You are required to promptly notify us in writing of any changes in employment or business or address (office or residential) or nationality or residence status.

3. Giving Us Instructions

- 3.1 You can give us instructions either in writing, verbally, by telephone or computer unless we tell you that instructions can only be given in a specific way for a particular account or service. You can give us instructions by facsimile subject to security procedures agreed in writing in advance with us. Generally, we cannot change or stop an instruction you give by telephone or computer (except in certain limited circumstances we will tell you about) because we start processing instructions when we receive them. If we are able to cancel your instruction, we may make a charge.
- 3.2 Before we can act on instructions given to us by telephone or computer, we will agree security procedures with you. By "Security Procedures" we mean the use of a password, security keys, cards, personal identifier(s), codes, electronic signatures, Personal Identification Numbers (PINs) or encryption device(s) which may be changed by agreement in the future.
- 3.3 You must do all that you reasonably can to make sure that the security procedures are kept secret at all times. You must not give details of the security procedures to anyone else or let anyone else use your security procedures. Try to remember any code or PIN and destroy any notification as soon as you receive it. You must never write down or record your PIN or other Security Procedures. Any security-related device must be kept physically secure, which includes making sure that security details are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the Security Procedures using stored details.
- 3.4 If you think someone else may know the Security Procedures or the Security Procedures have been breached, you must tell us as soon as you can by telephoning the number displayed in our branches or advised to you from time to time. You are not liable for any transactions on your account that occur after you notify us, unless you have acted fraudulently or without reasonable care (for example, by not telling us as soon as you can that you suspect someone else may know the security procedures or that the security procedures have been breached), including by failing to follow the procedures in condition 3.3 and we will be responsible for any losses to your account as a result of any unauthorized transaction. We will refund to your account any amount deducted. We will have no further liability to you.
- 3.5 We can ask you for all the information you have about the misuse of the Security Procedures, which we may pass to the police or other government or quasi governmental authorities if we think it will be useful. We may disclose such information if required to be disclosed under any applicable law or if such information is requested by any relevant authority and/or to otherwise protect our and/or our employees' interests.
- 3.6 We will do all that we reasonably can to prevent a breach of security, resulting in unauthorized access to your accounts and the information we hold about you. As long as you have not breached condition 3.3, we will accept liability for any loss or damage to you resulting from any breach of security of our systems. To help prevent any security breach, you should also read and follow any security procedures we advise from time to time.
- 3.7 We may remove, suspend or reduce:
- access to your account using our computer and/or telephone banking services; and
 - any of the services we make available to you as part of our computer and/or telephone banking services, without giving you notice if we consider there is a security or fraud risk.
- 3.8 We can act on instructions given:
- on a document bearing your original signature(s);
 - by you verbally, provided you have satisfied our identification and verification procedures;
 - by telephone or computer, whether or not they were given by you as long as we have followed the Security Procedures; or
 - by facsimile (subject to Security Procedures agreed in writing in advance with us).
- We reserve the right to take additional security measures before acting on instructions from time to time. As long as we have followed your instructions correctly, we can deduct the amount of any payment from your account. You agree that we may rely on any information quoted in an instruction as correct.
- 3.9 We may entertain and accept messages/instructions transmitted/delivered by you through person(s) other than yourself ("Messenger"). You unconditionally agree that any money transferred, paid, remitted to or from your account or any act or transaction of whatsoever nature done by us in compliance of such instructions/messages transmitted/delivered through Messenger shall be accepted and upheld by you as valid and correct and you will not at any time dispute, question or challenge the validity of any such instructions/messages

on any ground whatsoever including forgery, fraud, etc., and you, hereby expressly waive your legal rights against us on this account and fully accept the risk and responsibility or such instructions/messages transmitted/delivered to us through Messenger.

- 3.10 We can refuse to act on any instruction if:
- we have a good reason for thinking that you did not give us the instruction;
 - the instruction is not clear;
 - we believe that by carrying out the instruction, we might break a law, regulation, code or other duty which applies to us; or
 - we reasonably believe that carrying out the instruction may damage our reputation.
- 3.11 We may apply financial and other limits to telephone and computer instructions from time to time. Wherever possible, we will give you notice, but we may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.
- 3.12 We may request you to confirm an instruction we receive from you prior to processing it if the same exceeds specified financial or other limits applied by us from time to time.
- 3.13 If you have a joint account, we are entitled to rely on instructions given by any of the joint account holders by phone, computer and facsimile (subject to security procedures agreed in writing in advance with us).
4. Credits to and Payments out of Your Account
- 4.1 You shall maintain a minimum balance in your account as specified by us from time to time.
- 4.2 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 for a nonworking 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 from an account. We will tell you the cut-off times applicable to telephone and computer instructions. Branch cut-off times vary and are displayed in each branch.
- 4.3 You may deposit or withdraw money from your accounts with us from any of our branches or Automated Teller Machines ATMs (where such service is available) in Pakistan. Our determination of the authenticity of any cash deposited shall be conclusive.
- 4.4 We may return instructions and credits for an account if:
- we believe that by complying with the instruction or receiving the credit we might break a law, regulation, code or other duty which applies to us; or
 - we reasonably believe that complying with the instruction or receiving the credit may damage our reputation.
 - we reasonably believe that the instruction received is fraudulent
- 4.5 The clearing cycle for Cheques and automated payments is the time taken for payments to or from your account to be added or deducted.
- 4.6 In accepting Cheques for deposit, we only act as your collecting agent and assume no responsibility for realization of the same. We are not obliged to make a credit to an account before receipt by us of cleared funds. We may also pay a portion of any dealing charges to a member of the Barclays Group before such receipt, we may reverse all or part of the credit (including any applicable Markup/Profit), make an appropriate entry to your account and require repayment of an amount corresponding to any debit balance. If any electronic or other payment you have received is recalled, we will debit your account with the amount of that payment, whether or not it goes overdrawn and even if we allowed you to make a payment or to take cash against that item. You may incur charges and Markup/Profit on any overdrawn amount.
- 4.7 You must complete Cheques so that they are not easy to alter. You can stop a Cheque before it has been presented to us for payment provided you give us clear and accurate instructions. We may make a charge for stopping a Cheque.
- 4.8 We may pay a Cheque even if it is not presented to us for payment within 6 months of the date on the Cheque. We reserve the right to return unpaid any such Cheque but you must give us instructions to stop payment of the original Cheque if you issue a duplicate.
- 4.9 We may refuse to make any payment if you do not have enough money on the account at the close of the working day before the payment is due to be made. In deciding whether you have enough money, we take account of any authorized card transactions, any overdraft limit, any Cheques we are treating as cleared, any instructions to make payments and regular payments which have not yet

been paid from your account. We may 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. In the case of multiple cheques presented for payment which, together, exceed the money in your account, we will process these cheques against your account in the order of presentment or otherwise in our discretion.

- 4.10 If the amounts indicated on the Pay-in Slips differs from that of the later cash count by us, our count shall be final and conclusive (save for any manifest error).
- 4.11 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. Unless you inform us otherwise, you represent and agree that all monies deposited into your account(s) shall be monies legally due to you and 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.
- 4.12 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the Markup/Profit payable on the account.
- 4.13 Unless we agree otherwise, when you give us an instruction to make a payment, we will decide how the payment will be sent.
- 4.14 To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is either chosen:
- by us; or
 - by a bank in the country the payment is being sent to and/or in the country whose national currency is being sent.
- 4.15 If we have to make an international payment through another bank, we will give you an indication of the date on which the payment should be received by that bank. This does not mean that the person the payment is being sent to will receive the payment on the same day. This will depend on the banking practice of the country concerned.
- 4.16 In making an international payment or accepting an international deposit, we are acting for you. You will have to comply with any relevant local laws and you agree to hold us harmless against all obligations and responsibilities we incur as a result of acting for you.
- 4.17 We may supply cheques, payment instruments and related materials to you. You are required to take due care to avoid any fraud, loss, theft, misuse or dishonour in respect of the cheques, payment instruments and related materials we have 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 Cheque, payment instruments and related materials when the relevant account is closed.
- 4.18 Unless otherwise specified, transactions in the normal course of business shall be undertaken in Pakistani Rupees (Rs.).
- 4.19 When you give us instructions to make a payment from a specified account to a beneficiary in another country, you agree and acknowledge that such instructions shall be subject to applicable Foreign Exchange Laws of Pakistan including directives/regulations of the State Bank of Pakistan.
- 4.20 You accept that the provisions of any overdraft facility or other accommodation by us to you may be granted or refused at our sole discretion. The continuance or withdrawal of such facility or accommodation at any time is also at our sole discretion.
5. Markup/Profit and Charges
- 5.1 The rate of Markup/Profit payable on any account may be displayed by us at our various branches in Pakistan and this rate may be subject to change in accordance with the applicable laws and directives of the State Bank of Pakistan issued from time to time. We have exclusive right to determine the basis for the calculation of the amounts payable as Markup/Profit on any PLS/Savings and Term Deposit Accounts subject to prevailing directives/regulations issued by State Bank of Pakistan from time to time.
- 5.2 We pay Markup/Profit or, if applicable, charge Markup/Profit and fees by crediting or debiting your account.
- 5.3 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 vide our Schedule of Charges (SOC) for using these services either when you open your account and/or from time to time. We may vary the Markup/Profit rates and fees for our services from time to time in accordance

condition 14 subject to applicable laws and directions of State Bank of Pakistan issued from time to time. We will always be entitled, without notice to you, to recover from and debit any of your accounts for charges, fees, commissions, Markup/Profit, penalties, withholding taxes, Zakat, stamp duty, other duties, levies of government or quasi governmental authorities and any other impositions in respect of your accounts or balances in your accounts.

- 5.4 If, at any time, you do not have sufficient money in your account(s) to cover our fees and charges, you authorize us to deduct the amount of such fees and charges from any credit coming into such account(s). Please also note, in particular, that we maintain a right of set-off between the accounts you hold with us, as explained in condition 17.3.
- 5.5 We will deduct tax (if applicable) on Markup/Profit before we pay it to you.
- 5.6 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.
- 5.7 If, at any time, for any reason, the total relationship balance of an account falls below our prevailing minimum limits during any calendar month (where such limits apply), you will be required to pay and we will be entitled to debit to your account, our applicable service charges. We may charge Markup/Profit on any debit balance in an account at our prevailing Markup/Profit rate.
- 5.8 If, for any reason, any of the accounts you hold with us is closed, you will be required to fully and finally settle any outstanding fees and charges relating to such account(s) in clear funds without any set-off or deduction whatsoever.
6. Statements
- 6.1 Unless we agree with you otherwise, we will provide statements on a semi-annual basis, by post or electronically (at your election) showing all amounts added to or taken from your account since the previous statement. You must check your statement carefully and tell us within [15 days] of the date of dispatch of the statement if the statement contains something which appears to you to be wrong or not made in accordance with your instructions. Failure to notify us of the discrepancy within the [15-days period] will make the statement final and will be treated as conclusive evidence in respect of the period of time to which it relates.
- 6.2 We will correct any entries we make by mistake to your account as soon as possible, provided you inform us of the error within the required [15-days period] or we notice the incorrect entries.
- 6.3 We may put messages on your statements to tell you about changes to this Customer Agreement.
- 6.4 Will provide you duplicate copies of your statement(s) of accounts upon payment of relevant charges by you.
7. Responsibility for Borrowing
- 7.1 Individuals are personally responsible for any money owed to us.
- 7.2 Joint account holders are individually and jointly liable for money owed to us. We have the right to demand repayment from all or any account holders for all or part of such money.
8. Telegraphic Transfers, Demand Drafts and any other type of Fund Transfer
- 8.1 You may be unable to obtain full value under a demand draft or manager's Cheque or pursuant to a telegraphic transfer due to exchange or other restrictions applicable in the country of payment or country of issue or due to charges and fees of the paying bank.
- 8.2 Return of a Demand Draft or Manager's Cheque previously issued by us will be at our sole discretion and will be purchased at our buying rate for the currency of the Draft or Cheque.
- 8.3 In the absence of special instructions from you, we may convert all transfers to your account into the currency of your account at our buying rate for the currency.
- 8.4 All transfers requested by you will be converted by the paying bank into the destination country's local currency at its buying rate.
- 8.5 We shall not be liable for any act or omission of any correspondent or paying bank or for any error or delay in transmission. You agree to indemnify and hold us harmless against all losses, damages and expenses incurred by us in relation to any demand drafts or manager's cheques issued by us or any telegraphic transfers made by us on your instructions.
- 8.6 If a Manager's Cheque or Demand Draft is lost, stolen or destroyed, you will indemnify us and hold us free and harmless from all liability with respect to the lost, stolen or destroyed Manager's Cheque or Draft if we agree to issue a replacement Cheque or Draft for the same value less charges or refund the amount of the Cheque or Draft after cancelling the same in our books.

9. Our Liability to You and Your Liability to Us

9.1 We will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused) but our liability will be the lower of:

- the actual amount of such loss, injury or damage; and
- the amount of any Markup/Profit you do not receive or any Markup/Profit you have to pay as a result of such failure, delay or error.

9.2 We will not be liable to you if:

- we do not act on your instructions for any reason under condition 3.9, 4.3 or 4.8;
- the instructions you give us are not correct; or
- we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes, amongst other things, defaults on the part of third party service providers, if any, contracted by us and any machine or electronic device failing to work or by a Force Majeure Event. Force Majeure Event means any event due to any cause beyond our reasonable control such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any clearing of payment system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

9.3 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; or
- relying and acting in good faith on and upon information/documents provided by you to us in respect opening and/or operation of your accounts; or relying and acting in good faith on and upon your information obtained in terms of section 10 below;
- acts or omissions of any court(s), government or quasi governmental authority or any other event outside your control including without limitations strikes, industrial action, electrical, computer or mechanical failure.

9.4 If you break any of the conditions of this Customer Agreement, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us including legal fees. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as the amount outstanding on any overdraft we have made available to you, or any fees for our services that you have not yet paid).

9.5 In case we are served a Legal Notice or made a party to any action, proceeding or litigation involving you by any third party, you will reimburse us for all costs, including legal costs incurred or suffered by us and we may debit such amounts to your account(s).

9.6 In the event we accept or incur any liability on your request or on your behalf, we shall have a lien on all funds, monies, securities and other properties of whatsoever nature belonging to us in our possession for the due repayment of such liability. In the event of any default by you to repay such liability, we may, without further notice to you, take such steps to dispose of or realise the properties as it may deem fit and use the proceeds of such disposal or realisation in settlement of all your outstandings.

9.7 You shall indemnify and keep us free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this Agreement on your part and/or third party. In addition, we will not be liable for any expense, claim, loss or damage arising out or in connection with this Agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer, acting upon the requirements of our internal policies or mechanical failure.

10. Using Information about You

10.1 In order to provide you with products and services we need to collect, use, share and store personal and financial information about you ("your information"). This includes information which we:

- (a) obtain from you or from third parties, such as employers, joint account holders, credit reference agencies (including Electronic Credit Information Bureau of the State Bank of Pakistan "eCIB"), fraud prevention agencies or other organisations, when you apply for an account or any other product or service, or which you or they give to us at any other time; or

(b) learn from the way you use and manage your account(s), products and services, from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your account.

10.2 Where you provide personal and financial information relating to others (e.g. dependents, joint account holders, references) for the purpose of opening or administering your account or any facility availed, please confirm that you have their consent or are otherwise entitled to provide this information to us for use in accordance with this Customer Agreement.

10.3 We, other companies and vendors providing services in the Barclays Group will use your information to manage your account(s) or any facility availed, give you statements and provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet our obligations to any relevant regulatory authority and to develop and improve our services to you and other customers and protect our interests.

10.4 We, other members and vendors providing services to the Barclays Group will use your information to inform you by letter, telephone, text (or similar) messages, digital television, email and other electronic methods, about products and services (including those of others) which may be of interest to you.

10.5 We and credit reference and fraud prevention agencies (including but not limited to eCIB) will share your information. We and other organisations including but not limited to law enforcement agencies may access and use this information to make credit assessments and to prevent and detect fraud, money laundering and other crimes. Examples of circumstances when your information or information relating to your partner or other members of your household may be accessed and/or shared include:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit-related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and
- checking details of job applicants and employees.

In addition, we will share information about you and how you manage your accounts with credit reference agencies.

Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial "association" has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any "associated" records. Another person's record will be 'associated' with yours when:

- you make a joint application;
- you advise us of a financial association with another person; or
- if the credit reference agencies have existing, linked or 'associated' records. This 'association' will be taken into account in all future applications by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a 'disassociation'

We do not give information about Saving Accounts to credit reference agencies. Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected, details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in Pakistan.

10.6 We may give information about you and how you manage your account to:

- other companies within the Barclays Group;
- people who provide a service to us or are acting as our and/or Barclays Group Agents, Independent Contractors on the understanding that they will keep the information confidential;
- anyone to whom we transfer or may transfer our rights and/or duties under this Customer Agreement; and
- any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us. 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. Otherwise, we will keep information about you confidential.

- 10.7 If we transfer your information in accordance with this condition 10 to a person, office, branch or organisation located in another country, we will make sure that the same is in accordance with applicable laws of Pakistan and directives of State Bank of Pakistan issued from time to time and we will also ensure that they agree to apply the same levels of protection as we are required to apply to your information held in Pakistan and to use your information only for the purpose of providing the service to you.
- 10.8 We will retain information about you after the closure of your account, or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 10.9 You can ask for a copy of the information we hold about you by writing to us. A fee will be charged for this service.
- 10.10 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.
11. Special Conditions Relating to Foreign Currency Accounts, Cheques Drawn Abroad and Foreign Currency Cheques
- 11.1 Foreign Currency Accounts/deposits are opened and maintained subject to applicable Foreign Exchange Laws including directives/regulations of the State Bank of Pakistan. 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.
- 11.2 All foreign currency credit balances are held for us by a bank we choose in the country of that currency and are subject to any local practices (including working days) and laws. You are responsible for any exchange rate risk.
- 11.3 Notice periods for withdrawals may vary according to the currency. Details are available upon request.
- 11.4 When we convert 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 depends on the currencies involved.
- 11.5 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.
- 11.6 Any fees or charges for Foreign Currency Account, Cheques Drawn Abroad, Foreign Currency Cheques or other Foreign Currency Products and services will be payable in their Rupee equivalent. The Rupee equivalent will be calculated in accordance with condition 11.4.
- 11.7 Profit/Mark up payable shall be exclusively determined by the Bank in accordance with the prevailing law and directives/regulations issued by the State Bank of Pakistan.
12. Special Conditions Relating to Banking by Computer
- 12.1 We will take reasonable care to ensure the security of and prevent unauthorized access to our computer banking services.
- 12.2 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.

12.3 If you use our computer banking service outside Pakistan, you do so at your own risk, as it may constitute an offence in that country.

12.4 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.

12.5 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.

13. 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.

14. Changing the Terms of the Customer Agreement

14.1 We may change the terms of this Customer Agreement (including our charges and Markup/Profit rates) and introduce changes to and charges for our services (including any benefits or services provided as part of an account package) subject to applicable laws of Pakistan and directives issued by State Bank of Pakistan from time to time. We may also upgrade your account or enhance the services we provide to you where you will incur no extra cost and we consider this is to your advantage. Changes will normally be caused by market conditions, changes in the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development.

14.2 We will tell you about any changes which are to your disadvantage by notices on the board at our branches and may also do this by any of the following means:

- advertising in the press;
- putting messages on our website;
- sending you written notice by post or computer;
- putting messages on your statements; or
- text (or similar) messages.

We may also tell you about any other changes using any of the above methods.

14.3 We will normally inform you of any changes within 30 days of the change.

15. Closing Your Account

15.1 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, any one account holder may tell us, providing you have agreed that any one of you can give us instructions.

15.2 We can end our banking relationship with you (including closing any account or ceasing any service) by telling you in writing. We will give you at least 30 days notice. We 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 at least eight weeks notice. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.

15.3 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 to give instructions on your account to operate it;
- your behaviour means that it is inappropriate for us to maintain your account;
- by maintaining your account, we might break a law, regulation, code or other duty which applies to us including but not limited to suspected money laundering;

- by maintaining your account, we may damage our reputation; or
 - you have been in serious or persistent breach of this Customer Agreement or any Additional Conditions which apply to an account.
 - you have utilized your personal account(s) for business purpose
 - your account shows a zero balance relationship for 30 days from the date of account opening.
 - If we have reasons to believe in our sole discretion that the account may be used for fraudulent or suspicious activity(ies).
- 15.4 We may, at the instance of any court, tribunal, judicial or quasi-judicial authorities and law enforcement agencies close, freeze or suspend dealings on your account, without prior notice to you and without being liable for any breach of any duty we may owe to you.
- 15.5 We may choose not to close your account until you have returned any plastic cards we have given you, any unused cheques and any computer banking software 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.
- 15.6 When your account is closed, it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.
- 15.7 Once your accounts close we shall mail a bank draft to your last known address, payable to your order, for the amount of balance in your account at that time less deduction(s) pertaining to any claim that we may have on such funds in your account.
- 15.8 In the event of your death or if you fail to possess legal capacity (as a result of an order of a competent court or being declared bankrupt by a competent court.) to operate your account, your bank account will be closed. Any further transfers or withdrawals from your account shall only be possible pursuant to an order of a competent court in Pakistan.
- 15.9 Where no transactions have occurred in relation to any one of your accounts for a period of one year or more, we may in our discretion write to you at your last known address requesting confirmation that such account is still active. If no response is received within two weeks of our writing to you, we may at our discretion take further action including (but not limited to) freezing or closing such account. A Current/Savings/PLS shall be considered dormant if there has been no customer initiated debit transaction for a period of the last six months. For re-activation of the Dormant account, you shall provide a written request for removal of dormancy along with a supporting identity (CNIC/Passport) document Duly Attested/Original seen by us.
- 15.10 In case the account remains inoperative for a period of ten years, the deposit/instrument present in the said account 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 SBP Circular to banks dated 21/07/2006 BPD No.7. We shall, in such circumstances, send a written notice by registered post to your last known address. Should the account(s) remain unclaimed for three months following such notice, the deposit(s)/instrument(s) shall be surrendered to the State Bank of Pakistan without further communication or responsibility by us.
16. Dispute Resolution/Governing Law
- 16.1 If you have a dispute or difference with us, you should use our internal dispute resolution procedures first.
- 16.2 This Agreement shall be governed by and construed and take effect in accordance with the laws of Pakistan and you agree to submit, for our exclusive benefit, to the jurisdiction of the courts or tribunals having jurisdiction where our concerned branch is situated without prejudice to our right to commence proceedings against you in any other jurisdiction.
- 16.3 If you have any complaint, you should contact your Relationship Manager or the Branch at which you maintain your accounts.
17. General Information
- 17.1 All activity relating to your account with us may be suspended if we receive instructions from the relevant government or quasi governmental authorities or other locally or foreign based financial institutions asking us to suspend activity on your account (or take any further action required) or if we are required to do so under a provision of law or under a government regulation or notification or court order in Pakistan or in any other competent jurisdiction.
- 17.2 We will ask you to complete application forms and questionnaires when you request us to provide you with certain products or services. You are required to ensure that the information provided by you while completing the application forms and questionnaires is accurate. We require this information in order to

assess your eligibility for a particular product or service. If we find that you have provided incorrect information, we may discontinue providing you with the product or service in respect of which the incorrect information was given and/or other products or services at our discretion.

- 17.3 We shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/balances lying in any of your Account, whether in single name or joint name(s), to the extent of all amounts payable by you arising as a result of any of our services or products extended to and/or used by you or as a result of any other facilities that may be granted by us to you or otherwise. We are entitled without any notice to you to settle any indebtedness whatsoever owed by you to us, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by you to us hereunder or under any other document/agreement, by adjusting, consolidating, combining and setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) (whether any such other accounts are now existing or hereinafter opened) held by you with us, notwithstanding that the deposit(s)/balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. Our rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up. We may however, shall not be under any obligation to exercise any of our rights under this Paragraph.

Our above mentioned rights are without prejudice to your obligations to pay us when due all your indebtedness and without prejudice to any other rights that we may have against you for recovery of outstanding from you.

- 17.4 We may from time to time require you to provide us with security for any liability that you may have with us.
- 17.5 The inclusion of products, services, methods of communicating or providing instructions (by computer, telephone etc.) in the Customer Agreement should not be construed as a representation by us that such products, services, methods of communicating or providing instructions are currently available. We may from time to time introduce or withdraw products, services, methods of communicating and providing instructions at our discretion.
- 17.6 We reserve the right to refuse your application for any particular product or service without giving reasons.
- 17.7 Our records of transactions and account balances shall be relied upon as conclusive evidence for the purposes of any litigation, arbitration or other dispute resolving proceedings.
- 17.8 We may from time to time, directly or through any of our service providers offer promotions and special offers relating to our products and services. If you decide to take advantage of such promotions and special offers, you agree to be bound by the terms and conditions of such promotions and special offers as explained on any applicable application form, advertising and promotional materials and/or notices displayed in our bank branches in relation to such promotions and special offers.
- 17.9 This Agreement is subject to Rules and Regulations of the State Bank of Pakistan, including the Prudential Regulations, or any other regulatory authority and any directions issued by the State Bank of Pakistan or such other regulatory authority, provincial or federal bodies and any modifications that may be made to such rules, regulations and directions from time to time.
- 17.10 We may at our sole discretion, utilize services through the employees of our external service providers for the provision of providing services to our customers in relation to the products and services offered by us.
- 17.11 Indemnity and Liability

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 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) ATMs/EDC 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.

B. Product Specific Terms and 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. Current Account

1. Operation of the Account

The operation of the account shall be assigned to you or other signatories authorized by you and no expiration of the capacity of whosoever operates your account shall be recognised unless we receive a written notification from you amending the current instructions.

2. Issuance of Cheque Books

Issuance of Cheque Books shall be at our sole discretion. A Cheque Book request made on an ATM shall be processed by us in not less than forty eight (48) hours, subject to availability of a sufficient balance (for charges applicable to issuance of a Cheque Book) in your accounts. A Cheque Book may be collected by you or your authorized representatives from us, within thirty (30) days of the issuance of the Cheque Book, after which the Cheque Book shall be destroyed by us. A new Cheque Book will be issued on receipt of request from you and relevant charges will be recovered from the account.

You may withdraw cash against cheques, which shall be drawn on forms issued or approved by us, or against written orders to pay. Withdrawals by any other means may be permitted at our discretion.

We reserve the right to refuse payment of any cheque drawn otherwise than in accordance with these Terms and Conditions.

You shall protect the Cheque Book delivered to you and should inform us if you lose it or any of its Cheques. You shall be solely responsible for any damages, which may result from having the Cheque Book, or any of its Cheques kept with any of your successors or a third party. We shall not be liable for any cheque stolen from or lost by you or forged unless we have been notified immediately and instructions to stop payment have been given to us, in writing, before presentation of such Cheque(s).

We will issue the first time Cheque Books to you in accordance with the process advised by us. Subsequent Cheque Books can be requisitioned through the requisition leaf available in the Cheque Book subject to satisfactory conduct of the Account. We reserve the right to recover the cost of the Cheque Book requisitioned.

We reserve the right to withdraw the Cheque Book facility without advance notice and without assigning any reason, if in our opinion the account is being operated in violation of these Terms and Conditions or for any other reason.

3. Drawings from Current Account

Cheques are to be signed as per specimen signature supplied to us and alterations therein are to be authenticated by your signature.

We have the right to refuse paying the value of Cheques, drawings, and payment orders drawn on your account if the balance is not sufficient, even if you have credit balance in any other accounts with us. You will have to authorize us in writing to cover such amounts from your other accounts with us.

Where a Cheque has been endorsed, we have the right to refuse paying the value of such Cheque. We may, however, accept endorsed Cheques where the endorser is a Barclays customer and we are able to verify the signature of such endorser. Similarly, we have the right to refuse paying the value of Cheques that have been altered, unless the alteration has been signed by you.

4. Stop Payments of Cheques

We will not accept instructions in connection with stopping payment of a Cheque(s) except in the event of loss or theft of a Cheque(s) or any other conditions as shall be allowed by law and agreed by us. Such instructions must be in writing, received by us prior to presentment of such cheques at the Bank or in the case of e-cheques, only if the stop payment requests are logged prior to payment of monies against the same and you will bear any loss, damage and cost due to this. We shall not assume any responsibility for instructions that are not communicated properly. The timing of receipt and means of communicating such instructions shall be determined and certified solely by us and such determination shall be binding and conclusive. We may make a charge for stopping payment of a cheque.

Alterations, if any, on cheques are required to be authenticated by your signature against each such alteration. We reserve the right to refuse payment of cheques that have been altered in any way unless the alteration is authenticated by you under your full signature as per specimen on record with us. Cheques should be drawn in such a way as to prevent alteration after issue. Your signature should be uniform with that on record.

We may dishonour and/or return cheques unpaid which are altered, if considered by us to be ambiguous or suspicious in any way, or if received for payment more than six months after the date the cheque is drawn.

You should issue cheques in the account only after making prior arrangement of funds in the account to avoid returns/dishonour and/or closure of Account(s). If a cheque issued by you is required to be returned for insufficient balance in the Account or for being in excess of arrangements, a fee may be levied by us. If any cheque deposited by you is returned unpaid, service fee may be recovered from you. In case of large number of returns/dishonours in the account, the Bank reserves the right to take corrective action for the specific accounts as deemed fit.

5. Closure of Account

If Cheques(s) issued by you are returned unpaid on account of inadequate funds, we may apply charges in relation to such returned Cheques. In addition, we may close your account(s) pursuant to applicable laws and regulations in Pakistan. In such an event, you will return all unused Cheques relating to your account(s). We may, in our absolute discretion, open in your name another account without Cheques to replace the account which has been closed and to transfer any credit facilities previously granted on the closed account (if any) to the new account.

We may be required to report such account(s) and related details to State Bank of Pakistan and other relevant authorities. If you leave Pakistan to take up residence in any other country, the plastic cards and unused Cheques are required to be returned to us 14 days prior to your departure.

We reserve the right, at our sole discretion with or without any notice to you, to close the account, which is not being operated in a manner satisfactory to us or for any other reason whatsoever, without disclosing the reason for closure of the said account to you.

We shall discharge our liability with respect to the account so closed by mailing to you, at your last known address a bank draft in the currency of such account, payable to the order of yourself in the amount of the then credit balance of such account less deduction(s) in respect to the account of any claim that we may have on such funds constituting the credit balance.

On such aforementioned closure of the account, you are required to immediately return any plastic cards and unused Cheques relating to the account. Alternatively, it must be confirmed to our satisfaction, in writing that the plastic cards and unused Cheques have been destroyed.

6. Fees and Expenses

You acknowledge that we have the right to debit your account(s) with all fees and expenses paid or incurred in connection with any dealing between us or between you and any third parties pursuant to your instructions. We will always be entitled to recover from and debit any of your accounts for charges, fees, commissions, Markup/Profit, penalties, withholding taxes, Zakat, stamp duty, other duties, levies of government or quasi governmental authorities and any other impositions in respect of your accounts or balances in your accounts in accordance with applicable laws of Pakistan.

7. Minimum Balance Requirement

Current Accounts may be subject to a minimum balance requirement as decided by us. If the minimum balance falls below the limit decided by us for continuous period of six (6) months then we shall be entitled to close your account. In addition, your current account shall be debited with monthly maintenance charges, as mentioned in our Schedule of Charges (SOC) provided to you or as displayed in our Bank branches.

B2. Saving/PLS Account

1. Operation of the Account

The operation of the account shall be assigned to you or other signatories authorized by you and no expiration of the capacity of whosoever operates your account shall be recognised unless we receive a written notification from you amending the current instructions. The provisions relating to closure of account and fees and charges in Sections B1-5 and B1-6 above, where applicable shall also apply to Savings/PLS accounts.

2. Minimum Balance Requirement

Saving/PLS accounts shall be subject to a minimum balance requirement as decided by us and in accordance with the prevailing rates for saving/PLS accounts. If the minimum balance falls below the limit decided by us for a continuous period of six(6) months then we shall be entitled to close your account. In addition, if the monthly balance falls below the limit decided by us then we shall be entitled to debit your account with monthly maintenance charges as mentioned in our Schedule of Charges (SOC) provided to you or as displayed in our Bank branches.

3. Withdrawals from Your Account

Cheque Books will be issued to Saving Accounts. Provisions in relation to issuance of Cheque Books, drawing payments and stopping payments of Cheques in Section B1-2, B1-3 and B1-4 above, where applicable shall also apply to Saving/PLS accounts.

Withdrawals may also be made using forms designated for that purpose or ATM cards or by any other instrument provided by us in accordance with our systems applicable thereto.

You agree that we are entitled to impose, from time to time, weekly or other periodic withdrawal restrictions on Savings/PLS accounts in accordance with applicable laws.

4. Markup/Profit

Markup/Profit rate offered are indicative. We reserve the right to vary the Markup/Profit rate according to the currency or the balance category.

The method of calculating any return under the profit and loss sharing scheme is governed by the prevailing regulations/directives of the State Bank of Pakistan issued from time to time. Any amount allocated as Markup by us shall be final and binding. You or anyone else claiming on your behalf are not entitled to question the basis of determination of such Markup/Profit. We reserve the right to change the rate of Markup/Profit in accordance with applicable laws of Pakistan and directives of the State Bank of Pakistan issued from time to time and such altered Markup/Profit rate shall immediately thereafter be binding on you. It is clarified that any rates of Markup/Profit indicated/quoted by us to you for deposits shall be indicative/estimate rates and subject to actual determination and change from time to time by us in accordance with applicable laws and directives of State Bank of Pakistan. The decision by us as to the principles of Sharia applicable, the amount of expenses of the related period and the rate of return applicable to each account shall be final and binding and no account holder or any other person claiming on their behalf, shall be entitled to challenge these on any grounds whatsoever. The use or maintenance of

funds lying with us is solely at our discretion and judgement. You nor any other person claiming on their behalf shall be entitled to question the use or maintenance of such funds lying with us.

B3. Fixed Term Deposit Account

1. You may place a Fixed Term Deposit with us by opening and operating a Fixed Term Deposit Account(s), which may be denominated either in Rupee or in any foreign currency acceptable to us. Fixed Term Deposit Accounts are opened by submitting a completed Fixed Term Deposit Application Form and making a deposit of the principal sum (in clear funds) stated in your Application Form with us.
2. In order to open a Fixed Term Deposit Account, you may need to maintain a current and/or saving/PLS account with us. A current or saving/PLS account may be opened by submitting a completed Current or Saving Account Application Form.
3. If we agree to open a Fixed Term Deposit Account in your name upon consideration of your Application 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 Markup/Profit rate payable by us during the term of your Fixed Term Deposit, the Markup/Profit amount due on maturity and the total maturity value.
4. We will pay Markup/Profit on the principal sum at maturity of the Fixed Term Deposit, calculated and at the Markup/Profit rate set out in your Confirmation of Deposit. We shall have exclusive right to determine the basis for the calculation of the amounts payable as Markup/Profit on any Fixed Term Deposit Account. The decision by us as to the principles of Sharia applicable, the amount of expenses of the related period and the rate of return applicable to each account shall be final and binding and no account holder or any other person claiming on their behalf, shall be entitled to challenge these on any grounds whatsoever.
5. We will pay Markup/Profit on the principal sum on and from the date of receipt of the principal sum (in clear funds) from you until the maturity date, provided that if we receive the principal sum after banking hours or such other cut-off time as we may determine, we reserve the right to calculate Markup/Profit on the principal sum on the next day on which we are open for banking business.
6. Where your Fixed Term Deposit would otherwise mature on a date on which we are not open for banking business, the maturity date of the Fixed Term Deposit will instead be the next day on which we are open for banking business.
7. We may (but shall not be obliged to) automatically renew the Fixed Term Deposit at the maturity date for the same period at the Markup/Profit rate then applicable (as determined by us), unless you instruct us, in writing, otherwise no less than three (3) banking business days prior to the maturity date of your Fixed Term Deposit.
8. If you request a withdrawal of all or part of the principal sum prior to the maturity date, we will charge you a breakage fee. Such fees shall be determined by us, in 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 Fixed Term Deposit Accounts or any other accounts you have with us before the principal sum (and any Markup/Profit) is made available to you. Total fees will never exceed the originally deposited principal sum.
9. If you request a withdrawal of all or part of the principal sum (at any time) in any currency (acceptable to us) other than the currency in which the Fixed Term Deposit is denominated, we shall convert the total amount payable to you into the currency requested in accordance with condition 11.4 of the General Terms and Conditions (Part A).
10. Amounts representing the principal sum and any Markup/Profit shall be paid in the currency in which the Fixed Term Deposit Account is denominated.
11. The Markup/Profit rate for any new deposits may be varied, changed, and modified in accordance with the applicable laws and directives of the State Bank of Pakistan issued from time to time. All our current Markup/Profit rates for new deposits (including any special or promotional rates) are set out on the display board in any of our branches.
12. 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 from time to time. [You/Customer] 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.

B4. Joint Account

1. Title

You (the joint account holders) agree that the title of your account will not give any person any right to the benefit of any particular current, saving, PLS, fixed or other account and that the account opening form or related documentation

will determine whether the particular account is single or joint. You shall be jointly and severally liable for all liabilities incurred in relation to your accounts.

2. Operational Authority

Where an account is operated with a single signing authority, oral and/or written instructions from any of the joint account holders will be accepted at our discretion and will be binding on the other joint account holders. If such an account is operated with joint signing authority, oral instructions will not be accepted from anyone or more joint account holders unless previously authorized by all account holders in writing. Each of the joint account holder's shall be deemed to have authorized and empowered the other (i) to endorse and deposits for credit to such account, any and all Cheques, drafts, notes or other instruments or the payment of the money, payable or purporting to belong to either or both of the joint account holders and should any such instrument(s) be received by us without being so endorsed, we shall be authorized in the absence of any instruction to the contrary, to endorse the same on the joint account holders' behalf and deposit it to the credit of such account, and (ii) to issue to any of the joint account holders' order(s) that may be drawn hereunder against such account.

3. Conflicting Instructions

If we receive conflicting instructions from different signatories to your account or where we believe in good faith that there exists a dispute between the joint account holders(either directly or indirectly), we shall be entitled forthwith to stop the operation of the relevant account(s) until such time as the dispute is resolved to our satisfaction. We shall also have the option at our discretion to require a fresh mandate from all the signatories or account holders before giving effect to any further instructions.

4. Death of Joint Account Holder

If a joint account holder dies or loses his legal capacity, we may continue to act from time to time in reliance upon any signing authority conveyed to us. Also, in the event of death of any of the joint account holder, the survivors shall be authorized to operate the account and deal with the amount of deposit to the credit of such account and we shall be fully discharged from our obligation upon payment of the credit balance in accordance with the instructions of the survivor.

B5. Basic Banking Account

You may open a Basic Banking Account ("BBA") with us in terms of the BPRD Circular No. 30 of 2005 issued by State Bank of Pakistan.

B6. Cards

1. General

A Barclays ATM Card and/or a VISA Debit Card may be issued to you at our sole discretion. The Card may, at your request, be issued to you for your current or Saving Account or for any of your other accounts or for any banking facilities from time to time opened and maintained with or made available by us at our discretion to enable you to have direct access to any of your accounts and to effect banking transactions by electronic means at an ATM or POS terminals located within or outside Pakistan. You can collect the Card from us or the Card can be sent to you at the address notified by you.

2. Definitions

"Primary Account" means one of the accounts, as described above directly linked to the Card, which will be debited for transactions, performed using the Card and PIN.

"Secondary Account" means one of the accounts, not included as "Primary Account" but linked to your Card, which will be debited for transactions, performed using the Card and PIN

"Nominated Accounts" includes the Primary Account as described above, and it indicates your account(s) nominated in writing by you and approved by us to be accessed by your Card and PIN.

"ATM" means an Automated Teller Machine or any card-operated machine or device whether belonging to the Bank or other participating banks or financial institutions or concerns or to the VISA Card or MasterCard global ATM Network, or the affiliated networks thereof, as the case may be, which accepts the Card.

"Card" means the Barclays Bank PLC, Pakistan, VISA ATM/DEBIT Card and may include a second card as may be issued by us, from time to time to you and shall include subsequently issued, renewal or replacement cards, if any, unless the context otherwise requires.

"PIN" means the Personal Identification Number (required for access to ATMs) allocated to you by us or, chosen by you/us from time to time to use the Card at an ATM for available services.

“Biometric verification” means technology that measure and analyze human body characteristics, such as fingerprints, eye retinas and irises, voice patterns, facial patterns and hand measurements, for authentication purposes at CDM for available services.

“International Transactions” refers to the transactions entered into by you on your internationally valid Debit Card outside Pakistan at POS machines or ATM Network.

“Merchant” or “Merchant Establishment” means any establishment wherever located, which a Card Scheme Member Bank has approved and made arrangements with, to accept and honour cards, for the sale of goods and services to Cardholders.

“Depository” means any machine/device whether in Pakistan or overseas, whether ours, or of any other bank on a shared network, at which, amongst other things, you can use the Card to access your Nominated Account and deposit funds in your Nominated Account held with us in Pakistan.

“EDC” means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in Pakistan or overseas, belonging to us, or to any other bank on a shared network, at which, amongst other things, you can use your funds in your Nominated Account held with us in Pakistan to process the transaction at a Merchant Establishment.

“POS” means Point Of Sale terminals, whether in Pakistan or overseas, belonging to us or to any other bank on a shared network, at which, amongst other things, you can use your Card to access your funds in your Nominated Account held with us in Pakistan.

“MNET” means a shared network of ATMs which the Bank has an agreement for acceptance of Card.

“ILink” means a shared network of ATMs where Cardholder may use Card.

“VISA/MASTER CARD” means global service provider networks for ATMs and POS machines where Cardholder may use ATM/POS services.

“CDM” means Cash Deposit Machine at which amongst other things you can use the Card to Deposit funds in your Nominated Account held with us.

3. Use of Card

Use or continued use by you of the Card shall constitute acceptance of the Customer Agreement and other specific Terms and Conditions that may be issued by us for this purpose.

4. General Use of Card

On accepting your application for the same, we will issue to you, a Card with ATM and Debit Card functionality. You can access cash and carry out other transactions through the use of the Card in ATMs/EDC/Depository/POS devices and/or any similar devices.

The Card issued will always be our property and shall be returned unconditionally and immediately to us, upon our request by us, without any reasons being required to be given by us.

The Debit Card is non-transferable by you under any circumstances.

We reserve the right to cancel ATM withdrawal facilities on an Account, at our discretion without assigning any reasons whatsoever.

You accept that if we agree to do so at your request, it is entirely at your risk that we have agreed to provide you the facility of carrying out transactions by using the Card. Apart from any written Standing Instructions now given or that may hereafter be given us by you.

You accept full responsibility for all transactions processed by the use of the Card, whether on ATM/EDC-POS/Depository/or any other device available or otherwise. Any instruction given by means of the Card shall be irrevocable. You shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with your knowledge or your authority, expressed or implied. You hereby authorize us to debit your account(s) with the amount(s) of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with our record of transactions. You shall not hold us liable on account of us acting, in the course of business, on your instructions.

In following your instructions, we will be doing so on a best efforts basis and shall in no way be liable and/or held responsible including on account of delay or inability to act immediately or at all on any of your instructions.

We may, at our sole discretion, change or withdraw or suspend the facility and/or the terms therefore and thereof wholly or in part, at any time, with or without prior or any notice.

We may, at our sole discretion, decide not to carry out any instructions including where we have a reason to believe that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.

We may, at our sole discretion, videotape or record on camera your access/presence/use of facilities at our premises/machines/equipment and we may rely on footage of such clippings as evidence in any proceedings, and you hereby give your consent thereto.

Transactions, which you initiate, will be completed only if the amount of funds available in your Nominated Account is sufficient to meet the transaction amount in full including any applicable charges, fees, etc. The amount of each completed transaction will be immediately debited from your relevant Nominated Account without notice.

Should any instruction given by you be capable of being executed by us in more ways than one, we may execute the said instruction in any one of the said ways, at its sole discretion.

We will not be liable for any failure to provide the facility or to comply with the Terms and Conditions for any cause that is beyond our control.

In consideration of our providing you with the facility of the Card, you agree to indemnify and keep us indemnified, saved and harmless at all times from and against all actions, claims, demands, proceedings, losses, damages, injury, costs, charges and expenses whatsoever and by whomsoever brought which we may at any time incur, sustain, suffer or be put to as a consequence of and/or by reason of and/or arising on account of providing you with the said facility of the Card and/or by reason of our acting in good faith, taking or refusing to take or omitting to take action on your instructions and/or on account of use of the facility of the Card.

5. Securing the PIN

We will initially allocate a PIN to you. You may select your own PIN if you would like to change it, depending on the availability of the proposed number.

PIN may be collected by you in person or your duly authorized representative from us, within (30) thirty days of being notified of the issuance, after which the PIN will be destroyed by us. A new PIN will be issued on receipt of request from you in accordance with B6-6 of these Terms and Conditions.

The security of the PIN is very important and you shall not disclose your PIN to anyone. If you fail to observe any of the security requirements, you may, at your sole risk as to the consequences, incur liability for unauthorized use.

If you choose your own PIN, you should not select a PIN that is easily identified or identifiable with you, e.g. your birth date, car registration number, or repeated numbers, etc.

You should not write or indicate your PIN on your Debit Card or on any other item you carry or store including with your Debit Card, even if you have disguised it.

6. Loss or Theft of Your Debit Card/PIN/and Notification Thereof

In the event of the Card being misplaced, lost or stolen, you must immediately inform us in writing of the same and inform/report to our Telephone Banking Services. Any transaction that may be incurred on the Card shall be your sole and absolute liability unless we have received written notice or (reported to phone banking) of the theft, loss or misplacement together with instructions to cancel the Card. Once the Card is reported misplaced, lost or stolen, the Card cannot be used, even if found subsequently. For the period commencing from the time the Card and/or PIN was misused, after misplacement, loss or theft until we have been notified by you in writing or (reported to phone banking), as described above, you will be liable for the actual amount lost on transactions carried out by the use of the Card and/or PIN.

We may upon receipt of an application thereof, in our absolute discretion, issue a replacement Card with a new PIN for any lost, misplaced or stolen Card or a new PIN on the existing Card or re-issue a fresh Card with a new or same PIN on these Terms and Conditions or such other Terms and Conditions as we may deem fit.

7. Delayed Notification of Misplacement, Loss or Theft

In case the exposure has been contributed on account of you not immediately notifying us upon misplacement, loss or theft of the Card and/or PIN, then for the period commencing from the time the Card and/or PIN was misplaced, lost or stolen until we have been notified by you in writing or (reported to phone banking services) as described above, you will be liable for the actual amount lost on transactions carried out with the Card and/or PIN.

8. Addition to and Withdrawal of Facilities

We may, at our discretion, make available to you more ATMs, EDC-POS, and/or other devices through shared networks for your convenience and use. All fees,

charges whether international or national related to transactions done by you at these devices, as determined by us from time to time will be recovered by a debit to your account. You understand and agree that such networks may provide different functionality, service offerings and different charges for different services and/or locations.

We, shall, at its sole discretion, at any time, without notice to you, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or services related to it, at an ATM/other devices or otherwise within and/or outside Pakistan and shall not be liable to you for any loss or damage suffered by you resulting in any way from such suspension or termination, etc.

9. Maintenance

While advance notice of any substantial maintenance work likely to affect the availability of services, shall be given wherever and whenever possible, we reserve the right to suspend, without any notice, access to ATM/other similar devices or the provision of all or any of the services, at any time, if we deem it necessary to do so, whether for routine maintenance or for any other reason without any obligation or liability on its part.

We hereby have your express authority to debit the Nominated Accounts online or, in the event of an offline situation, within such time based on internal and/or scheme regulations that we may be, as a member of and/or bound by, for all withdrawals/transfers effected by the use of Card/PIN as per our records, which will be conclusive and binding on you.

10. Termination of Card and/or Primary/Nominated Accounts

In the event you decide to terminate the use of the Card, you shall give us not less than 7 days prior notice in writing and forthwith return the Card to us and obtain a valid receipt thereof. Such termination shall also be deemed a termination of all related facilities accorded by us to you.

11. Verification of Amounts

All transaction records for use of the Card/PIN shall be conclusive unless verified otherwise by us. The verified amount shall always be binding you.

12. Processing and Conversion Fee or Charges

Use of the Card at any ATM/EDS/POS/Depository/other devices may entail a service charge and/or transaction fee and/or processing and/or conversion fee being levied on the Nominated Account. These charges may be levied on both local and international transactions and may vary from network to network.

Your Nominated Account will be debited with such charges as we may from time to time consider appropriate in respect of the Card, whether or not prior notice of such charges is given to you.

You shall be solely liable for payment of all of the above.

13. Charges and Fees

We reserve the right at any time to charge you for issue, reissue of the Card and/or any fees/charges for the transactions carried out by you on the Card. Details of the fees and charges as applicable from time to time can be obtained from us and the same are subject to change in accordance with the Customer Agreement.

All fees and charges will be deducted automatically from your Nominated Account at the time the fee or charge is incurred. In addition, some other ATM owners or operators of shared networks or service providers may impose additional charges for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from your Nominated Account.

14. Limits of Use

We reserve the right to limit the minimum/maximum amount which may be transacted each day by the use of your Card and any such limits would also be subject to the availability of balance in your Nominated Account.

Similarly, daily minimum/maximum transaction limits apply to all ATMs and may vary between different ATMs belonging to different banks/networks/locations.

Transactions made by use of a Card may be limited to minimum and maximum amounts in any specified period and to multiples of any amount as may be prescribed. We will not be responsible for any loss or inconvenience that you may suffer due to the lack of uniformity in these limits, for transactions through different ATMs/networks/locations.

15. Deposits and Withdrawals at ATMs/CDM

Cash and Cheques can be deposited at Barclays ATMs alone if and when the service is available on the ATM/CDM. Cheques deposited will be accepted for collection only. All deposits made through ATMs will be subject to verification

for difference checks including authentication through Biometric verification to be carried out in accordance with the laws and regulations and any of our internal policies before the credit for such deposits is made to the Nominated Account(s). To accept that any cash or Cheque Deposited through the ATM/CDM with the use of the Card is entirely at your risk and responsibility and is subject to verification and implementation by us. You accept the Cheques deposited through the ATM/CDM may be sent for collection/clearance up to two clear working days after deposit and your Nominated Account will only be credited after realization. It shall be your responsibility to ascertain and verify that your instructions have been implemented accurately. Any discrepancy shall be notified within 72 hours of the effective time of the transaction, failing which the transaction shall be deemed to be accepted by you as correct.

Cash deposits at other bank ATMs and Cash Deposits at Merchant Establishments are not allowed and we would not be accountable for any such transactions.

For further conditions applicable to CDM transactions, please refer to B10 of these Terms and Conditions.

16. General Disclaimer

You will not hold us responsible for any inconvenience loss, damage or embarrassment suffered by you due to malfunctioning or non-operation of the MNET/1 Link ATMs (shared ATMs through switch) or if the Card is not honoured/accepted or if the Nominated Account is debited and cash not disbursed or disbursed short for any reason whatsoever or if the Card retained by the MNET/1 Link ATMs or any other ATM used outside Pakistan. In case the claim proves to be fake after investigation, you will be charged a fee decided by us.

You will not hold us liable in case if with the use of the Card at MNET/1 Link ATMs or any other ATM used outside Pakistan, your Account is debited and cash not disbursed or disbursed short, you will submit a claim for the respective transaction/amount with us and we will reverse the claimed amount only after verification of such transaction/amount from the MNET/1 Link or any other ATM used outside Pakistan and respective bank whose ATM was used.

You are liable to accept that in case if with the use of the Card at MNET/1 Link ATMs or any other ATM used outside Pakistan, ATM dispensed cash but your Nominated Account is not debited, we are irrevocably authorized to debit the amount of withdrawal and all charges applicable to the use of Card to your Nominated Account with us, whether or not made with your knowledge or authority. It is your responsibility to check on the prevailing rates of respective charges levied by us. In case your Nominated Account does/do not have sufficient funds for any reason, we will have the right to set off any of your accounts, credit balance/proceeds of instruments or other items available with us.

You agree that a fee (as given in the Schedule of Charges or as notified by us) will be charged on all transactions performed on MNET/1 Link ATMs that includes all ATMs of MNET and 1 Link member banks.

Printed Transaction Records, Balance Information Statement;

17. Errors and Complaints

When you complete a transaction through an ATM, you can opt to receive a printed transaction record. You will ensure that you check your transaction records. You can also get information regarding your available funds, wherever the facility is offered, including written statement by calling us or through our Internet Banking Services.

You will inform us in writing within 15 days from your receiving a statement, if any irregularities or discrepancies exist in the transactions/particulars of the account on any statement that we send to you. If we do not receive any information to the contrary within the 15 days, we shall assume that the statement and the transactions are correctly reflected.

To protect your interests, we may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the Card facilities.

All records maintained by us, in electronic or documentary form, of the instructions received from you and such other details (including, but not limited to payments made or received) pursuant to the Customer Agreement, and all camera/video recordings made as mentioned above, shall as against you, be deemed to be conclusive evidence of such instructions and such other details.

The ATM would capture the Card, if responses sought from you by ATM are not provided by you within a specific time and/or incorrect information/command(s) is/are given to the machine. The Card may be returned to you at our sole discretion.

We will not be responsible for any cash loss for any reasons whatsoever, after cash withdrawal transaction is completed by you at an ATM machine. A cash

withdrawal will be treated as completed if the Bank's records indicate that the machine has dispensed the money.

The use of Card by you is at your risk and responsibility, we will not be held responsible for any loss due to theft, burglary, etc. in the vicinity of an ATM. We reserve the right to participate at any time in any network sharing arrangement which will enable the cards issued by us to be accepted on the electronic devices of other institutions participating in such shared networks. We will however, not be responsible for any transaction conducted at an ATM machine of another bank.

18. Disclosure of Information

The use of the Card at an ATM/EDC-POS/other devices shall constitute your express consent:

- to the collection, storage, communication and processing of personally identifying and account balance information by any means necessary for us to maintain appropriate transaction and account records.
- to the release and transmission to participants and processors in our ATM network/other networks of details of your account and transaction information and other data necessary to enable your Card to be used at an ATM/other device.
- to the retention of such information and data by the said participants and processors in our/other networks.
- to the compliance by the said participants and processors in our ATM network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject.

19. Exclusion from Liability

Without prejudice to the foregoing, we shall be under no liability whatsoever to you in respect of any loss or damage arising directly or indirectly including out of:

- any defect in goods or services availed by you under a Card transaction.
- the refusal of any person to honour or accept the Card.
- the malfunction of any electronic terminal or other device.
- the effecting of a transaction instruction other than that made by you.
- handing over of the Card by you to anybody other than our authorized employees.
- the exercise by us of our right to terminate any Card.

Any injury to your credit character and reputation alleged to have been caused by the repossession of the Card and/or any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.

Any misstatement, misrepresentation, error or omission in any details disclosed by us to anyone or in the statement of accounts.

Decline of a charge including because of exceeded guidelines issued from time to time, or we becoming aware of you exceeding your entitlement.

20. Features on a Card

We may from time to time, at its discretion, tie-up with various agencies to offer features on your Card. All these features would be on a best efforts basis only, and we do not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/merchants outlets/agencies. Features/promotions/discounts/benefits may therefore be availed by you based on your own judgement. Disputes (if any) would have to be taken up with the merchant/agency etc. directly, without involving us.

You are required to present/show your Card as proof to avail the various promotions/features/discounts/benefits advertised by us and linked to the Card (whether General or Premier) as may be applicable. It may also be noted that availability of such promotional benefits will be restricted to the period communicated (which may be subject to change) and is solely dependent on the particular Merchant stock availability and subject to other Terms and Conditions as may be advised.

21. Card Usage and Multiple Account Linkage

You agree that in case you have multiple accounts with us, we will decide the number of accounts, which will have the Card facility on them.

In case of Cards linked to multiple accounts:

The account selection facility in respect of Nominated Account may not be available at all ATMs; hence all transactions at these ATMs will affect on the Primary Account linked to the Card.

In case the Nominated Account selection facility is available at ATMs then you will have the option to choose the account from the Nominated Account to conduct the transaction.

The account select facility may not be available for all transactions that may be performed at an ATM but may be limited to certain transactions only depending on the functionality of that ATM. In such cases transactions will be affected on the Primary Account linked to the transactions.

At Merchant Establishments, transactions will be affected on the Primary Account linked to the card in case the option of Nominated Account is not available.

Where the account selection facility is not available, transactions will be affected on the Primary Account linked to the Card. In case there are no funds in this Primary Account, we will not honour the transactions even if there are funds available in the other Nominated Accounts linked to the same Card.

You will not attempt to withdraw funds/purchase goods or services using the Card unless sufficient funds are available in either your Nominated Account or Primary Account as the case may be. The onus of ensuring adequate account balances is entirely on you. Accounts that violate this condition will be classified as overdrawn accounts and you will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge would be levied in addition to the interest to be charged on the debit balance in the account. We will determine this charge from time to time.

22. Right of Set-off

In the event of any Nominated Account being overdrawn, we reserve the right to set-off overdrawn amounts against any credit lying in any of your other accounts held jointly or singly, without giving any notice. Nothing in these Terms and Conditions shall affect our right to set-off, transfer and apply monies at law or pursuant to any other agreement from time to time subsisting between you and us.

23. Merchant Location Usage

The Card would ordinarily be honoured by Merchant Establishments in Pakistan and Debit Cards in other countries which display the VISA logo. We are not responsible or liable for refusal by any Merchant to accept the Card for any reason whatsoever. However, you may report to us any Merchant/Bank Refusal, detailing the name, location, date and time of the transaction and other details that will assist us in its investigations.

Card promotional material or VISA symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with your Card.

The Card is for Electronic use only and will be acceptable only at Merchant Establishments, which have an EDC, or similar terminal that accepts the Cards. Any usage of the Card other than electronic use will be considered as unauthorized.

The Card will be honoured only when it carries your signature. The Card is operable with the help of your signature at Merchant locations.

Each transaction is deemed authorized and completed once the terminal generates a Sales Slip. The amount of the transaction is debited immediately from the primary account linked to the Card. You should ensure that the Card is used only once at the Merchant location for every transaction. The Sales Slip will be printed each time the Card is used and you should ensure that there is no multiple usage of the Card at the Merchant location at the time of the purchase.

We accept no responsibility for any surcharge levied by any Merchant Establishment and debited to the Nominated Account or any other account as provided herein with the transaction amount.

You must sign and retain the Sales Slip whenever the Card is used at a Merchant Establishment. We, at an additional charge, may furnish copies of the Sales Slip. Any Sales Slip not personally signed by you, but which can be proved, as being authorized by you, will also be your liability.

Any charge or other payment requisition received from a Merchant Establishment by us for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment in the amount and by you (Cardholder) referred to in that charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on you.

All Refunds and Adjustments due to any Merchant/device error or communication link may be processed manually and the account will be credited after due verification and in accordance with VISA rules and regulations as applicable. You agree that any debits received during this time will be honoured only based on the Available Balance in the account(s) without considering this Refund. You also indemnify us from acts of dishonouring the payment instructions.

The Card is not to be used at Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

The ATM/Debit Card should not be used for any Mail Order/Phone Order purchases and any such usage will be considered as Unauthorized.

The ATM/Debit Card should not be used for the payment of subscription to foreign magazines/periodicals and any such usage will be considered as Unauthorized.

You would be solely liable for all unauthorized acts and transactions.

You must not at any point, hand over your ATM/Debit Card to any other person including for usage on your behalf. You must ensure that you are physically present at an ATM/Merchant Establishment at the time of any transaction undertaken by you.

24. Cardholder Disputes with Merchants

Any dispute with or complaint against any Merchant Establishment must be directly resolved by you with the Merchant. We are not in any manner responsible for any issues regarding goods and services received by you including the quality, value warranty, delay of delivery, non delivery, non receipt of any goods or services. It must be clearly understood that the Card is only a facility to given to you, which is made available to purchase goods or avail services and we hold out no warranty or make no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any dispute should be resolved with the Merchant Establishment directly. However, you may report to us with details of the name, location, date and time of the transaction and other details that will assist us in our investigations and possible resolution of complaint which we are not obliged to ensure.

25. International Usage

The Card is valid for use both in Pakistan as well as outside Pakistan within the Foreign Exchange Entitlements as stipulated by the State Bank of Pakistan from time to time.

You shall ensure adherence to all requirements of the Exchange Control Regulations with regard to Foreign Exchange Entitlements as stipulated by the State Bank of Pakistan from time to time.

If you are emigrating and/or proceeding abroad on permanent employment or intending to become a Non Resident Pakistani, you must surrender the Card at a prior time and clear the entire card outstandings.

Usage of the Debit Card outside Pakistan will be made strictly in accordance with the Pakistani Foreign Exchange Laws. In the event of any failure to do so, you shall be solely and completely liable and responsible for non-compliance with the law and the regulations and notifications issued thereunder from time to time.

You may, if you so desire, draw foreign exchange against the Card in the form of foreign currency notes/Travellers Cheques to the extent of the entitlement from an authorized dealer/full fledged money changer. Sale of such foreign currency notes/Travellers Cheques from entitlement would be governed by the extant regulations and would be subject to the applicable ceilings.

The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under our internal policies and any regulations e.g. for subscription to (a) magazines which are on the proscribed/banned list (b) Pools, sweepstakes, lotteries etc. (c) Internet sites selling products/services for which release of foreign exchange is not permitted. We reserve the right to report such violations to the Regional office of the Exchange Control Department etc. giving full details. Your right to use the Card in such circumstances would cease forthwith.

Under no circumstances should the payment of Card dues be delayed or refused on the grounds of your having exceeded the entitlement. There will be no obligation on us to make a claim or demand for payment on you and non-payment shall render you liable to risk of withdrawal of your Card membership with us also having the right to take such other appropriate action.

The exchange rate for all foreign currency transactions on the Card will be decided by us and will be binding on you.

You accept full responsibility for wrongful use and use in contravention of the Customer Agreement and undertake to indemnify us to make good any loss, damage, interest, conversion, any other financial charges that we may incur and/or suffer on account thereof.

26. Failure beyond the Control of the Bank

We shall not be responsible for any loss or damage caused to you by reason of any failure to comply with your instructions, when such failure is caused due to reasons beyond our control, our opinion being final in this regard.

27. Ability to Refuse Payment

Except as otherwise required by law, if we receive any process, summons, order, injunction, execution, levy, lien, information or notice which we in good faith believe calls into question your ability to transact on your Card, we may, at our option and without liability to us decline to allow you to obtain any portion of your funds, or may pay such funds over to an appropriate authority and take any other steps required including by applicable law.

B7. Standing Instruction

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 in 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.

B8. Safe Deposit Locker

General

A Barclays Safe Deposit Locker ("Locker") Services may be offered to you at our sole discretion. We will allot Locker for a period of one year and thereafter from year to year unless you terminate such arrangement. We will charge from you fees and other charges in relation to the same in accordance with the applicable laws and directives issued from the State Bank of Pakistan issued from time to time.

Use of Locker Services

1. You will have access to the Locker at all reasonable times during the usual business hours communicated to you from time to time.
2. We may allow, at our sole discretion, any of your attorney access to Locker provided that you have satisfied that the attorney is fully irrevocably and unconditionally empowered to act on your behalf.
3. You agree not to use the Locker for or any part thereof for purposes of storing explosive, inflammable items or for storing liquids, chemicals of dangerous or offensive nature which in our sole opinion is likely to become a nuisance. You also agree not to use the Locker for purposes which is contrary to the laws of Pakistan in force for the time being. You agree that the Bank may at any time, at its discretion and without assigning any reason call upon them to withdraw the articles from the said locker failing which the Bank will be absolved from all responsibilities in respect to the articles.
4. You agree that before allowing you access to the Locker, we may inspect you and your belongings. The contents of this clause shall not expressly or impliedly increase our duty of care beyond that stated herein.
5. You agree to permit us access to Locker for purposes of effecting any repair which we may consider necessary or desirable provided that we will give you reasonable notice of any such access. You agree that all repairs, replacements and alterations to the Locker, lock or keys shall be effected exclusively by workmen nominated by us.
6. Except in respect of loss, damage or delay directly and solely caused by the gross negligence of our employees, the use of Locker is entirely at your own risk. You agree, acknowledge and understand that we have no liability on any account or for any reason whatsoever, including any loss or damage occasioned

by any theft, burglary, dacoity, armed holdup, fire, act of God (including without limitation earthquake, storm etc.) terrorism, civil strife, war, armed conflict and other elements of Force Majeure beyond our control. You further agree that you will remain solely and exclusively responsible for any loss, damage or deterioration of the contents of the Locker or contents thereof from time to time howsoever caused.

7. With a view to extend some protection to you, we may arrange for an insurance policy depending on various categories and sizes of Lockers. In the event of unfortunate events, we may, subject to claims having been accepted by the insurance companies, make Pro-Rata payments to you of the amounts of actual claim incurred by you within the maximum ceiling amounts as determined by us and communicated to you in writing. The cover under the insurance may be subject to the requirements of evidence of ownership of various belongings and fulfillment of the terms of insurance policy. It is important that annual fees are paid in time to maintain the insurance coverage.
8. You agree not to store cash or bearer bonds/securities inside locker, as it is generally not possible to verify ownership of the same through documentary proof. You agree, that in case of loss, claims in relation to the same may not be entertained. You further acknowledge that since the insurance coverage by us will be restricted to a ceiling amount, it would be prudent to obtain additional insurance of your belongings.
9. You will be given a key to Locker upon timely payment of our charges. The key shall at all times remain our property and you agree to return the same to us upon expiry/termination of our services. Upon loss or failure to return the keys, you agree to pay us a break in fee as determined by us from time to time in accordance with applicable laws. A new key may be issued to you subject to satisfaction of our requirements and documentation. You agree to immediately inform us on the missing key. Your failure to inform us immediately may render termination of our Locker services to you.
10. We shall at all times have a lien on the contents of the Locker for all amounts due by you to us under this Agreement.
11. We will charge a non-refundable annual fee with respect to providing the locker services. The fee shall be payable in advance for the year. Bank reserves the right of refusing access to the locker in event of the rental not paid when due whether the same has been demanded or not.
12. The key to Locker shall be surrendered immediately upon expiry or termination of locker services. In case such day of termination is not a working day, it shall forthwith be surrendered immediately preceding working day.
13. Notwithstanding anything contained in these conditions, you agree that we may be required to open the Locker and allow access to the contents thereof if required by law. In such case we will use our best efforts to promptly notify you of the same.
14. We shall at all times have the right to transfer contents of the Locker to a new place of business in the event we propose to change our place of business.
15. You agree to indemnify and hold us harmless from any and all claims, losses, damages, expenses and penalties which may be incurred by or imposed upon us which arise from any act or mission on your part.
16. No delay in exercising any right, power under these conditions shall impair any such right, power or remedy or be construed as waiver thereof.
17. Either party may terminate the agreement by giving to the other fourteen (14) days in writing prior to such intention and the keys of the locker shall in such case be delivered by you to the Bank not later than noon on the day of the termination of the locker services. However, Bank reserves the right to immediately terminate the agreement without any notice where it reasonably believes or has cause to believe that the Locker may be used by you in breach of the terms of this Agreement. For reasons of grave or urgent necessity, the Bank reserves the right of closing, the Safe Deposit Locker for such period, as it may consider necessary. The Bank also reserves the right of making changes in the opening and closing hours of Safe Deposit Locker without any previous intimation. The Bank shall also not be liable for any damage or loss resulting from the delay caused by failure of the vault doors or locks to operate.
18. Without prejudice to any other remedies, which the Bank may have against you, all rights to the use of the locker shall at the option of the Bank be forfeited upon non payment of the rental whether the same shall have been demanded or not, or upon the breach of any of the conditions hereof by you and the Bank shall be at liberty to either break open the locker and/or file a suit against you. Where the Bank decides to break open the locker it may either forward (by parcel post or other reasonable means at your risk) the contents of the locker at your registered address or may retain and keep the said contents in such other locker or place as it may think fit, at a rental of double the amount of the rental hereby agreed to be charged. The Bank has also no responsibility or liability of any kind whatsoever, in respect of the contents of the locker.

19. You agree that the Bank is entitled at its discretion to increase the rental at any time. We will inform you of the changes through the Schedule of Charges.

B9. Mortgage Saver Account

1. Applicability

These Additional Conditions will only apply:

- (a) To the Mortgage Saver Account ("Account") opened by you for making payments in respect of the housing finance facility; and
- (b) Until such time that the Account is not closed and the said housing finance facility is continuing and no event of default in respect of the same has occurred.

2. Operation of the Account

The operation of the Account shall be assigned to you or other signatories authorized by you and no expiration of the capacity of whosoever operates your account shall be recognized unless we receive a written notification from you amending the current instructions. The provisions relating to closure of Account and fees and charges in Sections B1-5 and B1-6 of the Customer Agreement, where applicable shall also apply to Accounts.

3. Withdrawals from Your Account

Cheque books will be issued to Mortgage Saver Accounts. Provisions in relation to issuance of cheque books, drawing payments and stopping payments of cheques in Section B1-2, B1-3 and B1-4 of the Customer Agreement, where applicable shall also apply to Mortgage Saver Accounts.

Withdrawals may also be made using forms designated for that purpose or ATM cards or by any other instrument provided by us in accordance with our systems applicable thereto.

You agree that we are entitled to impose, from time to time, weekly or other periodic withdrawal restrictions on Mortgage Saver Accounts in accordance with applicable laws.

4. Use of the Account

- (a) All payments in respect of the housing finance facility shall be paid by you through such Account.
- (b) You can use the Account for making any other payments or undertaking any other bonafide banking transactions.

5. Return on Credit Balance

- (a) In case of any credit balance in the Account, we shall pay a return on such credit balance at the rates as announced by us from time to time for such accounts.
- (b) Any expected rates of return announced by us are only indicative rates and are not binding on us. You acknowledge that the actual rate of return is dependent on several factors and cannot be finalized until the end of the relevant period for which such profit is being paid.
- (c) The return shall be paid on quarterly basis by crediting the Account.
- (d) No return shall be payable if:
 - (i) The Account is closed;
 - (ii) An event of default occurs in respect of the finance facility.
- (e) We reserve the right to close the Account where the housing finance facility is fully settled, or is not being used for making payment of the housing finance facility.

B10. Cash and Deposit Machine

These Terms and Conditions are in addition to all earlier terms and conditions under the General and Specific Terms and Conditions relating to the Customer Agreement 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 CCDM 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 it is 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-11 Internet Banking - Terms and Conditions

1. Definitions

- 'Bank' refers to Barclays Bank PLC, Pakistan a company organized and existing under the laws of England and Wales with limited liability acting in Pakistan through its branch office at Dawood Centre, M.T Khan Road, Karachi - 75530. The term includes the successors and assigns of the Barclays Bank PLC, Pakistan
- "Customer" refers to the person who has Customer's account.
- "Customer's account" refers to the savings and/or current account and/or finance account and/or credit cards and/or fixed deposit account and/or any other type of account maintained by the Customer and so designated by the Bank to be eligible account(s) for operations through the use of Internet Banking. One of these accounts will be designated as primary account. All other accounts (if any) of the Customer will be called secondary account(s). The user should be either the account holder or sole signatory or authorized to act when there is more than one signatory. An account in the name of a minor or an account, in which a minor is a joint account holder, is not eligible for Internet Banking.
- "Internet Banking" refers to the Bank's Internet Banking which allows Customers to access and transact on their various relationships with the Bank by using internet, including but not limited to Bank Accounts (Savings / Current), Finance Accounts, Credit Cards and such other Products as may be offered by the Bank from time to time.
- "User" for the purposes of these terms refers to a Customer of the Bank whether acting personally or through any persons authorized by the Customer to use Internet Banking for and on behalf of the Customer.
- Personal information refers to the information about the User obtained by the Bank in connection with the Internet Banking or for any other purposes.
- "Terms" refer to Terms and Conditions, as amended from time to time, for use of Internet Banking including Terms and Conditions as specified in this document.
- In this document, all references to the User being referred in masculine gender will also include the feminine gender.

2. Applicability of terms

- 2.1 These terms form the contract between the User using the Internet Banking and the Bank. By applying for Internet Banking and/or accessing/availing facilities there under the User acknowledges, agrees and accepts these terms. Any conditions relating to the accounts of the Customer other than these terms (including as recorded under Customer Agreement) will continue to apply except that in the event of any conflict between these terms and the account conditions then to the extent same pertains to Internet Banking these terms will continue to prevail.

3. Application for Internet Banking

- 3.1 The Bank may offer Internet Banking to selected Customers at its discretion. If you are interested in use of Internet Banking, you can download the form from the Bank website. The Bank may forward the Internet Banking application form, a copy of these Terms and Conditions and the brochure explaining the Internet Banking to the person who has registered his/her interest. The acceptance of the registration and the acknowledgement thereof does not automatically imply the acceptance of application for Internet Banking
- 3.2 The Bank may advise from time to time the internet software such as browsers which are required for using Internet Banking. There will be no obligation on the Bank to support all the versions of these internet software.

4. Scope of Internet Banking

- 4.1 The Bank shall, on best effort basis, endeavor to provide to the User through Internet Banking, facilities such as enquiry about the balance in his Customer's account(s), details about transactions, statement of account, request for issue of cheque-books, request for transfer of funds between accounts of the same User, from User's account to another person's account, bill payment and such other facilities as the Bank may decide to provide from time to time. (These facilities may be offered by the Bank in a phased manner at its sole discretion which Bank may inform the Customers from time to time). The Bank may also make additions/deletions to the facilities offered through Internet Banking at its sole discretion. The availability/non-availability of a particular facility may be advised through email, web page of the Bank or written communication.
- 4.2 The Bank will take reasonable care to ensure the security of and prevent unauthorized access to the Internet Banking using technology reasonably available to the Bank.
- 4.3 The User shall not use or permit to use Internet Banking or any related facility for any illegal or improper purposes.
- 4.4 The User understands and acknowledges that transactions conducted on internet are risky and howsoever security standards be followed by Bank or the User the same can not be risk free. Bank does NOT WARRANT any particular level of security while offering the facilities under Internet Banking and User has at its own decision had applied for Internet Banking after having understood and accepted the above.
- 4.5 The User understands that instructions once given can not be stopped unless otherwise specifically permitted by the Bank, hence User will not request for stop the processing the instruction once he/she has given the same by using Internet Banking.

5. Internet Banking access

- 5.1 The User would be allotted one or more Internet Banking User-id(s) and one or more secret password(s) by the bank in the first instance. The User will be required to change the password(s) assigned by the Bank on accessing Internet Banking for the first time. As a safety measure the User shall change the password as frequently thereafter as possible. As an additional safety measure User may be required to change password(s) whenever required by the Bank.
- 5.2 In addition to User-id and password the Bank may, at its discretion, advise the User to adopt such other means of authentication as the Bank may deem appropriate.
- 5.3 The User shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any means other than the Internet Banking.

6. Password

- 6.1 The User must:
- (a) keep the User-id and password totally confidential and not reveal the password to any person (not even to any official of the Bank)
 - (b) choose a password which shall be at least 6 characters long or any number of characters as the Bank may stipulate from time to time and may consist of a mix of alphabets, numbers which must not relate to any readily accessible personal data such as the User's name, address, telephone number, driver license etc. or easily guessable combination of letters and numbers
 - (c) commit the User-id and password to memory and not record them in a written or electronic form
 - (d) understand that above list of precautions which User is expected to take is inclusive and not exclusive
 - (e) not let any person have access to his computer or leave the computer unattended whilst accessing Internet Banking
 - (f) take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the User accounts provided by Internet Banking

- (g) log off from the Internet Banking once the User has finished using the Internet Banking and to make sure that the system is not left unattended until the User has safely logged off
- (h) not to access the Internet Banking from any device connected to a local area network without making sure that no other party is able to access the passwords and the security codes
 - (i) comply with any other security requirements notified and provided to the User by the Bank from time to time.
- 6.2 Understand that passwords will be mailed via courier to customer if so chosen by the Customer in the Application Form and Bank shall not be liable for any damages whatsoever.
- 6.3 If the User forgets the Internet Banking User-id or password, he can request for change of the password by sending a written request to the Bank. The selection of a new password and/or the replacement of Internet Banking User-id shall not be construed as the commencement of a new contract.
- 7. Joint Accounts
- 7.1 The Internet Banking will be available in case of joint accounts only if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. For these joint accounts one Internet Banking User-id will be issued to one, as selected by all the joint account holders, of the Joint Account holders. Bank has the option to issue additional User-id and password for any type of accounts including Joint Accounts. The other Joint Account holder(s) shall expressly agree with this arrangement and give their consent on the application form for use of Internet Banking. In case any of the joint account holder(s) gives a request to discontinue Internet Banking in respect of operations through the use of Internet Banking (or in writing) or by some other mode of authorized communication, on any of the Customer's accounts held jointly by them, the Internet Banking will be discontinued for all Users. In case of addition of new name in an existing Customer's account, this will automatically apply on him/her.
- 7.2 All transactions arising from the use of Internet Banking to operate a joint account, shall be binding on all the joint account holders, jointly and severally
- 8. Funds Transfer
- 8.1 The User shall not use or attempt to use Internet Banking for funds transfer - as and when the facility is made available - without sufficient funds in the Customer's account or without a pre-existing arrangement with the Bank for the grant of an overdraft.
- 8.2 The Bank will endeavor to affect such funds transfer transactions received through Internet Banking provided there are sufficient funds available in the Customer's account. In any case, if based on the User instructions, funds are debited from his account by overdrawing the account without sufficient funds in the relative Customer's account or without a pre-existing arrangement with the Bank for the grant of an overdraft, the Customer shall repay such overdrawn amount immediately upon demand by the Bank. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of the Bank.
- 8.3 In the event that an unauthorized overdraft is created by the User the Bank may charge mark-up and charges to the said account. Notwithstanding the above any payment instructions given to the Bank through the Internet Banking may not be immediately reflected in the balance of the Customer's account with the Bank.
- 9. Authority to the Bank
- 9.1 Banking transactions in the Customer's account(s) are permitted through Internet Banking only after authentication of the User-id and password of the User. The User (along with the joint account holder, if any) grants express authority to the Bank for carrying out the banking transactions performed by him through Internet Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Internet Banking or purporting to have been sent by the User via Internet Banking other than by means of verification of the User-id and the password.
- 9.2 The display or printed output that is produced by the User at the time of operation of Internet Banking is a record of the operation of the internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.
- 9.3 Bank may levy service charges for use of Internet Banking at its discretion. The User authorizes the Bank to recover all charges related to Internet Banking as determined by the Bank from time to time by debiting one of Customer's accounts.
- 9.4 All instructions given by the User through the Internet Banking are irreversible and the Bank will carry out the debit or other transactions specified by the User and charge to the Customer's account any Bank charges and other charges

applicable on carrying out the said transaction. The Bank may at its discretion reverse an instruction provided it is possible do the same under the rules and practices of the banking system and the User/Customer indemnifies the Bank for any costs and liabilities incurred in this process and any claims made against the Bank. The Bank will not be responsible to the User/Customer for any loss incurred by the Customer as a result of such reversal.

9.5 Internet Banking will be available for use by the User at all times however the Bank, from time to time, may carry out routine maintenance to the Internet Banking services and due to the said maintenance as well as extra demand of the Internet Banking from time to time, the Internet Banking may not be available for the use of the User. The Bank may at its discretion modify the Internet Banking being provided or discontinue the Internet Banking by giving the Customer notice of the said amendments or the termination of the Internet Banking in this event the User will have to accept the said change or termination without any remedies available to the Customer/User against the Bank.

9.6 The Bank may withdraw all or any facility(ies) under Internet Banking without giving any reason or notice to the User and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

10. Accuracy of information

10.1 The User is responsible for the correctness of information supplied to the Bank through the use of Internet Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User suspects that there is an error in the information supplied to the Bank by him, he shall advise the Bank as soon as possible. The Bank will endeavor to correct the error wherever possible

10.2 If the User notices an error in the account information supplied to him through Internet Banking or by the use of any of the facilities under Internet Banking, he shall advise the Bank as soon as possible. The Bank will endeavor to correct the error promptly.

11. Liability of the User and the Bank

11.1 The User shall not be liable for unauthorized transactions occurring through the use of Internet Banking which can be directly and solely attributed to the fraudulent or negligent conduct of the employees or agents of the Bank

11.2 The User shall be liable for any or all loss from authorized/unauthorized transactions in the Customer's accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

- (a) keeping a written or electronic record of Internet Banking password
- (b) disclosing or failing to take all reasonable steps to prevent disclosure of the Internet Banking User-id or password to anyone including Bank staff and/or failing to advise the Bank of such disclosure within reasonable time
- (c) not advising the Bank within a reasonable time about unauthorized access to or erroneous transactions in the Customer's accounts
- (d) the Bank shall not be liable for any unauthorized transactions occurring through the use of Internet Banking including which can be attributed to the fraudulent or negligent use of the Internet Banking the User or any other person.

11.3 The User will take all reasonably practicable measures to ensure that any computer or other device from which the User accesses the Internet Banking are free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way satisfactory to the Bank. The User will ensure that any computer or other device the User uses to access the Internet Banking is adequately protected against acquiring Viruses. The Bank will decide whether all reasonable precautionary measures taken by the User to guard against Viruses have been taken. In the event of non-compliance by the User of this term of the Terms and Conditions the Bank may terminate the use of the Internet Banking services available to the User/Customer.

12. Conduct of the User

12.1 The Bank shall in no circumstances be held liable to the User if Internet Banking access is not available in the desired manner for reasons beyond its reasonable control including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

13. Indemnity

13.1 The User undertakes to indemnify and hold the Bank harmless against any loss suffered by the Bank, its other customers or a third party or any claim or action brought by a third party which is in anyway the result of the improper use of Internet Banking

13.2 The User shall indemnify the Bank, Bank employees and Banks nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between lawyer and client (on a full indemnity basis) and other liabilities which the Bank may incur or suffer from or by reason of the User(s) use of the Internet Banking. The User must compensate the Bank for any loss the Bank suffers as a result of the User(s) breaking any of the terms and conditions stated in these Terms and Conditions.

14. Disclosure of personal information

14.1 The User agrees that the Bank or its contractors may hold and process his personal information on computer or otherwise in connection with Internet Banking as well as for statistical analysis and credit scoring. The User also agrees that the Bank may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- a) for participation in servicing or any telecommunication or electronic clearing network
- b) in compliance with a legal directive and policies of the bank
- c) for credit rating by recognized credit scoring agencies
- d) for fraud prevention purposes

15. Banker's lien

15.1 The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Customer's primary account and/or secondary account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking extended to and/or used by the User.

16. Proprietary rights

16.1 The User acknowledges that the software underlying the Internet Banking as well as other internet related software which are required for accessing Internet Banking is the legal property of the respective vendors. The permission given by the Bank to access Internet Banking will not convey any proprietary or ownership rights to him in the above software.

16.2 The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

17. Change of terms and conditions

17.1 The Bank has the absolute discretion to amend or supplement any of the terms at any time and the updated Terms and Conditions shall be made available at www.barclays.pk and User hereby undertakes to keep himself updated with the then applicable Terms and Conditions at the time of each transaction the User wishes to enter into using Internet Banking. The Bank may introduce new facilities within Internet Banking from time to time. The existence and availability of the new functions will be notified to the User as and when they become available. Before using such new facilities the User is requested to read and understand applicable terms to them. Use of Internet Banking or an attempt thereto shall be deemed as acceptance of the applicable terms and conditions.

18. Termination of Internet Banking

18.1 The User may request for termination of the Internet Banking facility any time by giving a written notice of at least 15 days to the Bank. The User will remain responsible for any transactions made on his account(s) through usage of his User id and password prior to the time of such cancellation of the Internet Banking.

18.2 The Bank may withdraw the Internet Banking facility anytime provided the User is given reasonable notice under the circumstances. If the Internet Banking is withdrawn by the Bank for a reason other than the breach of the terms and conditions by the User, the Bank's liability shall be restricted to the return of the annual charges, if any, recovered from the User for the period for which the Internet Banking Facility has been cancelled.

18.3 The closure of all accounts of the User will automatically terminate the Internet Banking.

18.4 The Bank may suspend or terminate Internet Banking facilities without prior notice if the User has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the User.

19. Notices

19.1 Notices under these terms and conditions may be given by the Bank and the User:

- (a) Electronically to the mail box of the User. Such notices will be regarded as being in writing
- (b) In writing by delivering them by hand or by sending them by post to the last address given by the User and in the case of the Bank to the branch office address in Pakistan as mentioned in the heading above or any other address as informed by the Bank to the User for communication related to Internet Banking
- (c) In addition, the Bank may also publish notices of general nature which are applicable to all Users of Internet Banking on its web site. Such notices will have the same effect as a notice served individually to each User

20. Governing law

20.1 These terms and conditions and/or the operations in the accounts of the User maintained by the Bank and/or the use of the facilities provided through Internet Banking shall be governed by the laws of the Islamic Republic of Pakistan. The User agrees to submit to the exclusive jurisdiction of the banking courts located in Karachi, Pakistan as regards any claims or matters arising under these Terms and Conditions. This however, shall not prejudice the right of the Bank to initiate legal proceedings in any other court of appropriate jurisdiction.

20.2 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Islamic Republic of Pakistan. The mere fact that the Internet Banking can be accessed through internet by a User in a country other than Pakistan shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the operations in the Customer's accounts of the User and/or the use of Internet Banking.

21. General

21.1 The clause headings in these Terms and Conditions are only for convenience and do not affect the meaning of the relative clause.

21.2 The User shall not assign these Terms and Conditions to anybody else. The Bank may sub-contract and employ agents to carry out any of its obligations. The Bank may transfer or assign its rights and obligations to any party it may deem fit and proper.

21.3 If any one or part of the terms of these Terms and Conditions proves to be legally invalid unenforceable in any way, this will not affect the validity of the remaining terms. In the event that any terms of these Terms and Conditions are proven not to be legally valid for any reason whatsoever, the Bank is entitled to change the said term without having any effect on the enforceability of these Terms and Conditions.

The above Terms and Conditions have been read over and explained to me/us. I/We have fully understood the Terms and Conditions and have also received a copy of the Terms and Conditions and have signed the Terms and Conditions in token of my/our acceptance.

Signature: _____

Name:

CNIC:

Signature: _____

(In case of Joint Account with one person)

Name:

CNIC:

Witnesses:

1. _____

2. _____

Name:

Name:

CNIC:

CNIC:

B-12 Foreign Exchange Business-Terms and Conditions

The following terms and conditions shall apply to all transactions between Barclays Bank PLC, Pakistan (the Bank) and the client (the Client) for the purchase by one party of one currency against the sale by it to the other of another currency, any option or options in respect of the same or any transaction involving a combination of two or more of the foregoing (the FX Transactions), except to the extent that any term shall be varied by agreement in writing between the parties.

1. Confirmations

The Bank shall deliver to the Client a written confirmation of each FX Transaction. Any delay or failure in delivering a confirmation shall not affect the validity of the relevant FX Transaction. In the absence of manifest error all confirmations and statements sent by the Bank will be conclusive and binding on the Client unless, within one business day of receipt, notice in writing is given to the Bank of any objection.

2. Payments

2.1 All payments to the Bank shall be made in the currency required and in immediately available funds free from set off or counterclaim and without any deduction of, or withholding for any taxes, duties, or charges. If and to the extent that any payment is subject to any such deduction or withholding, the amount of the payment shall be increased so that the amount of the payment received after any such required deduction or withholding is equivalent to the amount otherwise payable under the FX Transaction.

2.2 The Bank may at its discretion withhold payment of monies due to the Client under an FX Transaction until such time as it is satisfied that it has received or will receive the amount due from the Client thereunder.

2.3 In the event that a Client fails to make a payment under an FX Transaction on its due date the Client will pay interest to the Bank on demand at a rate equal to two per cent (2%) per annum above the cost to the Bank (conclusively certified by the Bank) of funding the amount in default from the due date to the date of payment and also fully indemnify the Bank for any loss incurred by it (including legal costs of enforcement) by reason of such late payment. The Bank shall have the right at any time to debit any account of the Client with such default interest and losses payable by the Client.

3. Termination of FX Transactions

3.1 The Bank may, at its discretion, and without prior notice, terminate any or all outstanding FX Transactions on the happening of any of the following events:

- (a) the Client fails to perform, or indicates its intention not to perform, any obligation of the Client to the Bank or to any other financial institution; or
- (b) the occurrence of a material adverse change in the financial position of the Client; or
- (c) the Bank requires as a condition of an FX Transaction that any margin or other security be given to the Bank and the margin or security is not provided or maintained at a level satisfactory to the Bank; or
- (d) the aggregate mark-to-market losses to the Client under outstanding FX Transactions exceed any limit which has been previously advised by the Bank to the Client; or
- (e) the Bank determines that it is or is likely to be impracticable or illegal for either the Bank or the Client, or both, to perform any FX Transaction; or
- (f) the Client becomes insolvent or any proceedings are commenced seeking a judgment of or arrangement for bankruptcy, rehabilitation, reorganization, administration, winding up, liquidation or other similar relief in respect of the Client or the Client's debts or assets, or the appointment of a trustee, receiver, liquidator, conservator, administrator or other similar official of the Client or any substantial part of the Client's assets.

3.2 Upon the termination of any FX Transaction pursuant to this condition, the payments otherwise due on the maturity date or settlement date (howsoever described) of each FX Transaction so terminated shall not be required to be made, but instead the payment provided for in clause 3.3 below shall be made by the relevant party.

3.3 The Bank shall determine, for each terminated FX Transaction, the amount of its loss (expressed as a negative amount) or profit (expressed as a positive amount) as a result of the termination of such FX Transaction, and shall notify the Client of the amounts determined. The net sum of such profits and losses for all terminated FX Transactions shall be immediately due and payable, by the Client in the case of a negative amount, or by the Bank, in the case of a positive amount, but without prejudice to the Bank's rights of set-off.

4. Set-off

4.1 The Bank shall be entitled at anytime and without notice to the Client to set off any obligations of the Bank to the Client in or towards satisfaction of any obligations of the Client to the Bank, whether the obligations of the Client or the Bank are actual or contingent, primary or collateral, booked or payable at different branches (including overseas branches), or in different currencies. The Bank may effect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency of the Client's obligations.

4.2 If the amount of an obligation is unascertained, the Bank may estimate that amount and set-off in respect of the estimate, subject to a final settlement being made between the Client and the Bank when the amount of the obligation is ascertained.

5. Miscellaneous

5.1 The Client may not assign or encumber any FX Transaction without the consent of the Bank.

5.2 Where the Client consists of more than one person, each such person shall be jointly and severally liable under each FX Transaction.

6. Governing Law and Jurisdiction

These Terms and all FX Transactions shall be governed by and construed in accordance with the laws of Pakistan and the Client irrevocably submits to the non-exclusive jurisdiction of the Courts of [_____].

These Terms and Conditions are dated the _____ day of _____ 200 ____

Signed for and on behalf of Barclays Bank PLC, Pakistan

By: _____

Name:

CNIC:

Title:

Signed for and on behalf of

By: _____

By: _____

Name:

Name:

CNIC:

CNIC:

Title:

Title:

These Terms and Conditions have been executed in the presence of the following witnesses:

1. Full Name: _____

Address: _____

Signature: _____

NIC No: _____

2. Full Name: _____

Address: _____

Signature: _____

NIC No: _____