

**BANK OF KHYBER
RAAST ISLAMIC BANKING
TERMS AND CONDITIONS OF LOCAL / FOREIGN CURRENCY ACCOUNTS**

THIS DOCUMENT states the terms and conditions for the conduct of the Account, which the depositor has opened with Bank of Khyber Raast Islamic Banking. The expression “the **Depositor(s)/ Accountholder(s)**” refers to the person(s) who has / have opened the Account(s). The expression the “**Bank**” refers to “Bank of Khyber” or its successors or assigns.

1. ACCOUNT OPENING:

- 1.1. Every person(s) desiring to open an account in the Bank shall submit a duly filled in and signed prescribed account opening form and provide all such additional documents and information as required by the Bank for opening of the account(s) overleaf including but not limited to an attested copy of a (a) Valid CNIC/ SNIC/ NICOP/ SNICOP for Pakistani citizens; (b) Valid Passport for foreign citizens; (c) Valid POC for persons of Pakistani origin; (d) Valid ARC for registered Aliens in Pakistan; (e) Valid POR Card for Afghan refugees; and (f) Valid Form-B/ Juvenile Card for Pakistani citizens who are minors Upon expiry of existing CNIC/SNIC/NICOP/POC/ARC/Passport/POR the depositor(s) will submit a fresh copy of the renewed aforesaid Card with the relevant branch as early as possible.
- 1.2. Each Accountholder(s) shall be allotted a distinctive Customer Information Form (CIF) number and a distinctive account number to each opened account which the Accountholder(s) shall quote in all correspondence relating to the Accountholder(s) and their account(s) including but not limited to making deposits or withdrawal.
- 1.3. All Account(s) maintained in the name of individual shall be operated singly by the individual or by the Attorney/ Mandate holder holding valid Power of Attorney/ Mandate of such individual which is duly admitted by the Bank.
- 1.4. Joint Accountholders may operate the Account(s) either jointly or by any single accountholder(s) or as specified by the Accountholder(s) in the opening form or by their attorneys holding valid Power of Attorney/ Mandate duly admitted by the per its discretion.
- 1.5. In the case of joint accounts, any change in operational instructions or any other information with regard to the Account Opening Form is to be given by all the joint Accountholders irrespective of the mode of operation.
- 1.6. It shall be the sole responsibility of the Accountholder(s) for the safe-keeping and confidentiality of the Statement of Account, balance confirmation certificate, cheque books, Debit Card, its pin and user ID and passwords relating to internet Banking and such other items relevant or pertaining to the Account.
- 1.7. Maintaining a minimum daily balance/ monthly average balance in the account(s) (where required) will be the responsibility of the Accountholder(s) and such a failure to maintain the prescribed minimum daily balance/ monthly average balance will be subject to applicable charges in accordance with the SOBC, which charges shall be deducted by the Bank from the Account.
- 1.8. The Bank reserves the right to request Accountholder(s), from time to time, to show the original copies of necessary documents to the authorized officers of the Bank and to submit afresh copies of such documents.
- 1.9. The Bank is authorized to verify, from time to time, from NADRA each Accountholder’s CNIC and biometrics, and reserves the right to (i) suspend operation of the Account(s) until the verification of the CNIC and biometrics by NADRA and/or (ii) close the account(s) upon non-verification of the CNIC or biometrics by NADRA or of any part thereof.
- 1.10. It shall be responsibility of the Accountholder(s) to communicate any change in the address or contact/mobile number or constitution of the Accountholder(s) to the Bank immediately without any delay. The Bank shall not accept any responsibility for delay in the delivery of letters or remittances or non-delivery or deficiency in the leaves of the cheque book, if same are sent through Post at the request of the Accountholder(s).
- 1.11. Accountholder(s) acknowledges that the Bank is subject to the anti-money laundering laws and regulations of Pakistan implemented and enforced by State Bank of Pakistan (SBP) from time to time and the internal policy of the Bank. The Accountholder agrees to provide any information requested by the Bank for the purpose of complying with any such laws, regulations and policy in respect of the Account and/or any transaction(s) carried out through the Account and/or any balances in the account and/or any banking services (the “**Services**”)

availed from the Bank. Further, the Account holder authorizes the Bank to release such information to any authorized investigating government department/agency in Pakistan as may be required under any applicable law.

- 1.12. The Account holder(s) undertakes to provide all the information and documents related to the Account and / or any other transactions with the bank as and when required by the Bank.

2. JOINT ACCOUNTS

- 2.1. If the Account(s) is opened in the names of two or more persons, the balance to the credit thereof at any time shall belong to the Account holders jointly. All joint Account holders will be jointly and severally liable to the Bank for all liabilities incurred on the joint account.
- 2.2. In case a joint account is operated with single signing authority & the Bank receives contradictory instructions from another signatory, the Bank would thereafter act only on the mandate of all signatories to the Account.
- 2.3. If the account is operated with joint signing authority in that written instruction from one person/signatory shall not be accepted by the Bank.
- 2.4. In case of a joint account to be operated by any of the Account holders singly, the Bank may continue to allow operations of the account even on occurrence of death of a joint Account holder, if the information of his/her/their death is not received by the Bank.
- 2.5. In the case of a Joint Account, the Account holders may submit a separate Zakat Declaration, or they may submit single Zakat Declaration CZ-50 Jointly signed by them.

3. ILLITERATE / VISUALLY / BLIND ACCOUNTS

- 3.1. Visually impaired/blind person(s) (both literate & illiterate) can open an account either singly or jointly with any other person.
- 3.2. Illiterate person(s) or the person(s) with shaky signatures, pursuant to the completion of all prescribed requirements, shall submit his/her/their current photographs for identification and to operate the account(s) the account holder(s) shall visit the branch and carry out transactions, issue transaction instructions in the presence of Bank officials. However, in exceptional cases (as determined on a case - to - case basis by the Bank Staff) the Bank may accept request for account to account transfers, issuance of Banker's Cheque/CDR from the Account from Account holder(s) who can sign/apply thumb impression in the presence of Bank officials.
- 3.3. In the event of mutilation or alteration by the Illiterate account holder(s) on the cheque(s) he/she/they will be required to duly authenticate such mutilation or alteration by putting their thumb impression/signature thereon in presence of Bank staff.
- 3.4. Account(s) by visually impaired person(s) (literate and illiterate) may be opened upon completion of all documents in the presence of witness by person known to visually impaired person(s).
- 3.5. Illiterate, visually impaired/blind person(s) shall operate the Bank Account personally in presence of a witness who has been duly appointed by him/her/them. The Bank shall not be responsible for any losses, claims, demands and consequences that may arise while operating the account in the absence of witness his/her/their confidence. Where the literate, visually impaired/blind Account holder(s) submit a duly witnessed undertaking stating therein he/she/they will be responsible for all transactions made in the Account in that presence of witness is not required by such Account holder.
- 3.6. Visually impaired person(s) can open Joint Account and may authorize or give mandate to visually impaired person(s) on his/her behalf in presence of a witness known to visually impaired person.
- 3.7. A Visually Impaired or a Blind Person (literate or illiterate) may open a regular PKR/FC Current and savings accounts; they are also eligible to open all other types of accounts including term deposits, either "Single" or "Joint" with any other person. For opening of a Joint Account, there is no restriction with regard to selection of person(s) as joint account holder(s) as visually impaired/blind person may select person(s) who himself/herself is/themselves are visually impaired/blind. A Visually Impaired or a Blind Person is also eligible to open an Asaan Account. A Minimum set of mandatory documentations as applicable for all types of accounts will also be applicable in case of visually impaired/blind person.

4. MINOR ACCOUNTS

- 4.1. The Account(s) for the Minor children will be opened through the father, mother, grandfather, grandmother, elder brother, sister, aunt, uncle or court appointed guardian, who shall have title to such Account and who shall be responsible for all operations of the Account.
- 4.2. The minor upon attaining the age of majority i.e. 18 years of age will have to open a new account upon completion of all the necessary documentation and CDD, in meanwhile the Bank shall have the right to place a debit block on the account after 90 days of majority age till the new account is opened to get the funds transferred to the new account.
- 4.3. In the event of death of a guardian, if the minor has not attained the age of majority account operation shall remain suspended until the minor attains age of majority, or a new guardian is appointed by the court for operation of such account. Upon appointment and submission of a certified copy of court order appointing the guardian the operations of such Bank account will be resumed. If the minor has attained age of majority, then the balance in such account shall be transferred to him/her.
- 4.4. In the event of death of a Minor Accountholder, the Account shall be classified as a deceased account and account operations shall be suspended. The credit balance therein shall be payable to the legal heirs of the deceased Minor Accountholder in accordance with a duly issued succession certificate.
- 4.5. In respect of Account(s) opened in the name of minors, the Bank shall be entitled to act on the instructions received from the guardian named on the account opening form before completion of 90 days from the date of entering minor into majority age, irrespective of whether the minor Account holder continues to be a minor or not, unless the Bank receives written instructions from the guardian (in case parents are guardians) or a notice to the contrary from an appropriate authority.

5. MENTALLY DISORDERED PERSON ACCOUNT

- 5.1. Person with Mental Disorder means a person with mental illness as defined in the applicable laws on mental health.
- 5.2. The Court will appoint "Court Appointed Manager" to open and operate a Bank on behalf of mentally disordered person.
- 5.3. The account will be opened in the name of a mentally disordered person.
- 5.4. All Customer Due Diligence (CDD) requirements/formalities should be conducted/ completed for both persons including verification of identity documents through NADRA or any other source.
- 5.5. In case of a change of Manager by the Court, the CDD formalities will be conducted for the new appointed Manager by the Bank afresh.

6. PROFIT DISTRIBUTION MECHANISM FOR MUDARABAH DEPOSITS (UNRESTRICTED) & CERTIFICATES (RESTRICTED)

- 6.1. Funds deposited by the Accountholder with the Bank under Current Account of the Bank are to be on the basis of Qard and therefore shall be payable by the Bank upon demand. The Bank at its discretion may utilize such funds as it deems fit with the approval of the RSBM/Shariah Board of the Bank. No profit shall be paid in Current Account(Pak Rupees/Foreign Currency) as these are based on Qard.
- 6.2. In Savings Account, (Profit and Loss sharing Accounts (PLS) and Riba Free Mudarabah Certificates (RFMCs) jointly called (Mudarabah Deposits) of local or foreign currency, the relationship between BOK and the Accountholder shall be based on the Islamic principles of Mudarabah, where the Customer is the Rab ul Maal and the Bank is the Mudarib. The Bank as the Mudarib may invest or disinvest, at its sole discretion, money/funds received by it from the Customers in any of the Businesses (the "Business") which the Bank deems fit with the approval of Bank's Resident Shariah Board Member (the "RSBM")/Shariah Board of the Bank. These Mudarabah deposits shall be managed through different Pools of Assets and Investments. There could be several saving schemes/products and additional features in respect of such schemes and RFMCs as may be applicable from time to time which shall be stipulated in product brochures and at the website of the Bank at www.bok.com.pk (the "Bank's website").
- 6.3. In participating mode of financing the income from Mudarabah funds invested shall be distributed among the parties as per pre-agreed sharing ratios (PSRs). To arrive at distributable income, primarily Direct expenses (incurred from fund based activities) are deducted then PER (if any) {a voluntary contribution by bank and

Mudarabah account holders which can be used to cover unexpected losses / or reduction in profit for any month in a manner prescribed in the profit and loss distribution policy of the bank approved by the Shariah Board} is deducted from the rest of the income. The rest of the income is distributed as per equity (Bank's own investment) and pool funds (Mudarabah Deposit) as per pro-rata basis as share of equity funds participation. From remaining income Mudarib's share of profit is deducted as per pre – determined ratio available on Notice Board of the Branch and webpage of the bank. Further, the IRR {a voluntary contribution from Saving Depositors' share to an Investment Risk Reserve (IRR) which can be used to cover losses in investment/ financing and to improve the returns to the depositors during periods when the pool's profits are below market expectations} is deducted. Lastly, the remaining income is distributed among saving depositors as per pre-determined weightages.

- 6.4. The Bank may change ratio of these Reserves applicable to the calculation of profit from time to time in a manner approved by the Resident Shariah Board Member / Shariah Board with prospective effects. The ratio of these Reserves shall be displayed on the Notice Board of the Branches and shall also be available at the website of the Bank www.bok.com.pk or may be obtained from the Bank upon request.) The Mudarib Share applicable to the calculation of profit may be varied from time to time in line with the guidelines of Resident Shariah Board Member /Shariah Board and in accordance with Clause 9 below. The Bank may at its option also participate in the Business as an investor. The Bank's share in profit as an investor will be in proportion to the Bank's equity invested in any pool before distribution of profit between Rab-ul- Maal and Mudarib.
- 6.5. All the Accountholder /RFMCs Holders shall be assigned weightages (profit distribution ratio for weighted average investment) based on the features of the saving scheme/product and/or RFMC(s) held by the Account Holder, such as tenure, profit payment options and other applicable features for the purposes of calculation of profit. The weightages applicable to all saving schemes/products/RFMC(s) shall be announced at the end of every month and shall be available at the account holder's request and/or at Bank's website. The weightages shall be announced at least 3 working days before the beginning of the period concerned and shall not be changed during the period.
- 6.6. In case of Savings Accounts, unless otherwise indicated by the Bank, profit would be applied on monthly basis. All accounts are finalized at the end of the month by the Bank for calculation of profit or loss.
- 6.7. Profit calculation method used as per the deposit product specification are on a daily product basis (i.e. daily day end balance maintained in such accounts calculated with the respective weightages applicable). Such method associated with the respective deposit products is mentioned in the product brochure as well as available on Bank's website.
- 6.8. In the event of loss on either the capital or revenue account in respect of the Business, all investors of the investment pool shall share in such loss on a pro rata basis proportionately as per their investments. However, if after due consideration of the matter, the RSBM/Shariah Board determines that the loss incurred by the Business was caused by the gross negligence or willful default of the Bank, the Customers will not be liable to share in such loss.
- 6.9. Redemption of any amount subject to RFMCs/Savings Accounts by the account holder shall mean the transfer of its respective share in the Business along with all related risks and rewards as such redemption shall be based on the principal value of the investment, subject to the provisions in respect of Profit in Clause 6.6 and Loss in Clause 6.7 hereof. Upon receipt of the duly filled Account Opening Form and the requisite documentation and information required thereunder or otherwise by the Bank, the Bank may, at its sole discretion, open an account and/or agree to provide the Services to the Accountholder.
- 6.10. The RFMCs issued by the Bank shall be governed by these terms as well as the Terms and Conditions for Riba Free Murabahah Certificates (the "RFMC Terms"). To the extent that these terms are not inconsistent with the RFMCs Terms, they shall apply to the same extent and effect as if the RFMCs Holder is a Saving Account Holder of the Bank and the funds invested in the RFMCs are considered as amounts available in the Saving Accounts of the RFMCs Holders.
- 6.11. In case of Mudarabah Deposit Accounts, unless otherwise agreed by the parties, profit shall be payable on monthly basis.
- 6.12. The method of calculating any return under the profit and loss sharing scheme is governed by the approved profit and loss policy of the bank and the prevailing regulations/directives of the SBP issued from time to time,

provided that such laws do not contradict the Islamic Shariah. RFMCRFMCRFMCRFMCRFMCAAny unutilized funds applicable to any particular Pool shall be considered to be invested in Non-Earning Assets.

- 6.13. Subject to Sub-Clause 6.12, any amount allocated as profit/loss by the Bank shall be final and binding on all Accountholders. It may be noted that signing of these Terms and Conditions is tantamount to accepting the same.
- 6.14. In the event that the Bank determines that no profit is payable to a Accountholder in respect of his deposit it shall intimate the same to such Accountholder. In the event that the Business suffers a loss, the Bank shall recover the loss from the accounts of the customer and shall make public the information of such loss as per profit and loss distribution policy of the Bank. The Bank may provide an explanation of the loss, within eight weeks to the Accountholder having notice of such loss, (“**Aggrieved Accountholder**”). If the Aggrieved Accountholder is not satisfied with the explanation, he / she / it shall be entitled to refer the matter for arbitration within seven days of receipt of the explanation from the Bank. Such arbitration shall be carried out by three Arbitrators, one each nominated by the Bank and the Aggrieved Accountholder and the third by the mutual consent of the two nominees. Any award given by the majority of Arbitrators, in respect of the referred matter, shall be final and shall not be challenged in any manner whatsoever. If, after due consideration of the matter, the Arbitrators determine that the loss incurred by the Business was caused by the gross negligence or willful default of the Bank, the Aggrieved Accountholder will not be liable to share in such loss as contemplated under this clause.

7. FOREIGN CURRENCY ACCOUNTS/DEPOSITS/RFMCs

- 7.1. The Accountholder agrees and accepts that there are risks associated with the Accounts denominated in foreign currency. Accordingly, the Accountholder agrees and accepts that withdrawals from and credit to foreign currency accounts shall be subject to availability of foreign currency notes at the time of withdrawal and subject to prevailing terms and conditions of State Bank of Pakistan and Government of Pakistan.
- 7.2. The Terms and Conditions contained in clause 6 hereinabove, applicable to Mudarabah Deposits , shall apply to Foreign Currency Accounts Mudarabah Deposits as well.
- 7.3. All the foreign currency accounts and RFMC(s) shall be governed as per laws and terms and conditions of State Bank of Pakistan and Government of Pakistan, as amended from time to time.
- 7.4. The Accountholder agrees that the foreign currency bank account will not be opened unless the Accountholder is a Filer as defined in the Income Tax Ordinance, 2001 and the Rules 2002.

8. DEPOSITS

- 8.1. All deposits (except through ATMs) in the account should be accompanied by a deposit slip showing the date of deposit, the title, the amount, and number of the account to be credited besides other required particulars. The entry will be verified by signature of an official of the Bank under stamp on the counterfoil of the pay-in-slip. The depositor should satisfy, from the deposit slip counterfoil, that the transaction is verified.
- 8.2. The Bank may accept for collection only cheques and other permissible/negotiable instruments payable to the Accountholder at his risk.
- 8.3. The Bank may refuse to accept cheques drawn to the order of third parties.
- 8.4. The instruments should be crossed before they are deposited for the credit of the account. Un-cleared items, though credited in the account shall not be drawn against. Even if such items are credited and / or allowed to be drawn against, the Bank shall have a right to debit the Accountholder’s account, if they are not realized / returned unpaid.
- 8.5. The Accountholder indemnifies the Bank as collecting Banker, for any loss, which the Bank may incur by reason of its guaranteeing any endorsements, discharge or discharges, on any cheque, bill, note, draft, dividend warrant or other negotiable instrument deposited by a Accountholder for collection and every such guarantee given by the Bank shall be deemed to have been given at the Depositor express request in every case.

- 8.6. The Accountholder assumes full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or other documents deposited in his/her Account.
- 8.7. Except where agreed to the contrary between the Accountholder and the Bank, every payment received for an Account (s) in a currency other than that of such Account(s) may be converted by the Bank at its sole discretion into the currencies of such Account(s) at the Bank's then prevailing rate of exchange before the same is credited to such Account(s).
- 8.8. The Bank shall not be responsible for the delay and/or loss in transit of any cheque/instrument, nor for any act, omission, neglect, loss of profit, default, failure or insolvency of any correspondent bank, agent or sub agent, or for any reason beyond the control of the Bank.
- 8.9. The Bank shall have the right to reverse or recover any amounts transferred through erroneous transactions in any of the accounts, from such accounts, without prior notice/intimation to the Accountholder. The Accountholder shall be liable to make good any loss accrued to the Bank through withdrawal of amounts erroneously credited to their accounts.

9. WITHDRAWALS

- 9.1. An Accountholder can only withdraw funds from the account only by means of cheques (except for withdrawals through ATMs) supplied by the Bank for that particular account. Cheques should be signed as per specimen signature(s) supplied to the Bank and any alterations; erases or cancellations in the instrument must be authenticated by the drawer's full signature.
- 9.2. In case of loss or theft of cheque book, if the Accountholder reports the concerned branch before payment, the Accountholder will not be liable for any loss or damages.
- 9.3. In case of delay or loss in collection of cheques, the Bank will follow-up with the concerned for swift resolution.
- 9.4. The Bank is authorized to release the Accountholder's name and account number to the printers for the purpose of cheque book printing.
- 9.5. The Accountholder may not make a withdrawal/transfer of funds via a cheque or otherwise which would cause the account to go into overdraft. The Bank reserves the right to return any unpaid cheque or not to comply with any instructions that may cause the account to go into overdraft if no prior arrangements are made with the Bank.
- 9.6. Any and all cash withdrawal(s) in currency/currencies other than Pak Rupees shall be subject to the availability of sufficient currency notes in such particular currency/currencies as with the Bank at the time of withdrawal.
- 9.7. Post-dated, stale & defective cheques shall not be paid by the Bank.
- 9.8. Illiterate Accountholder will not be liable for cuttings and alteration on cheques, unless duly authentication.
- 9.9. Illiterate visually impaired/blind person can withdraw funds on the basis of witness. Bank will not be responsible for the losses, claims, demands and consequences that may arise out of operation in the absence of any witness however in case of literate visually impaired/blind person, there is no such condition.
- 9.10. The Bank is not required to contact the Accountholder for confirmation each time a cheque drawn on the Account is presented whether at the counter of a branch of the Bank or through the clearing system for cheque(s).
- 9.11. The Bank reserves the right to refuse payment of any cheque drawn in contravention to the practice and law of banking or otherwise than in accordance with these Terms and Conditions.
- 9.12. The Accountholder shall ensure safe keeping of the cheque book and shall not allow access to the cheque book to any unauthorized person. In case of loss or theft of the cheque book or any cheque leaf, the Accountholder shall promptly notify the numbers of such lost cheques to the concerned branch so that no payment is released against them. The Bank will not be liable for any loss or damage, if reported after the payment of such lost/misused cheques.

10. CHEQUE BOOKS

- 10.1. Withdrawals shall only be made on Cheque book supplied by the Bank at the written request of the Accountholder.

- 10.2. The Bank reserves the right to refuse payment of any Cheque drawn otherwise than in accordance with these Terms and Conditions.
- 10.3. Cheques - or - other negotiable instruments deposited by the Accountholder that have been dishonored may be returned by post or special messenger to the Accountholder at his last known mailing address with the Bank at the risk of the Accountholder concerned, unless prior arrangement has otherwise been made for its collection.
- 10.4. The Bank will only issue a cheque book to the concerned Accountholder or such other person as is properly authorized by him/her in writing.
- 10.5. The Bank shall have the right to destroy personalized cheque books not collected by the Accountholder or her/his/their authorized representative, within two months from the date of issuance of cheque book.
- 10.6. The charges of the cheque book issuance shall be debited from the concerned account at the time of customer request for issuance of cheque book.
- 10.7. The Accountholder will keep cheque book provided by the Bank safely and securely at all times.

11. ACCOUNT CLASSIFICATION AS "DORMANT/INOPERATIVE"

- 11.1. In case the Accountholder (LCY/FCY) does not operate his account for 1 year, the Bank will mark the account as dormant/Inoperative under one month prior notice to the Accountholder.
- 11.2. Pursuant to SBP instructions, the Bank will be unable to carry out Accountholder's debit financial transaction, unless the account is reactivated.
- 11.3. Debit transaction under the recovery of Financing amount, Profit, Bank Charges, Zakat deduction (if applicable), Government Duties or Levies, debit initiated in response to instructions issued under any law or by Court of Law will not be subject to debit withdrawal restriction.
- 11.4. The Bank in its sole discretion may also close those accounts which show Nil balance for last six months or any account which in its opinion is not satisfactorily operated, or for any other reason whatsoever, it shall not be incumbent on the Bank to disclose to the account holder/depositor the reason for doing so. Any balance thereof, shall be paid / remitted to the Accountholder through Banker Cheque.
- 11.5. For reactivation of any dormant/inactive account, the Accountholder(s) must in person request for change of status & will produce attested copy of his/her CNIC (if already not available) along with other necessary documents required at the time of reactivation of account.
- 11.6. In case of joint account, account can be activated on the written request duly signed by all account holders along with other necessary documents required at the time of reactivation of account.

12. ACCOUNT CLASSIFICATION AS "UNCLAIMED DEPOSIT"

- 12.1. In case Current/ Mudarabah Deposits /RFMC accounts remain inoperative for a period of 10 years, the balance in the said account will 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 provision of State Bank of Pakistan's BPRD Circular No. 07 dated 21/07/2006. Any instrument such as Draft, Pay Order, Banker's Cheque etc, which remain outstanding for a period of 10 years shall also be classified as "Unclaimed" and its value will be surrendered to SBP (except in the name of a Minor or a Government or a Court of Law).

13. BANK'S RIGHT TO CONSOLIDATE

- 13.1. Notwithstanding any provision to the contrary contained in these Terms and Conditions, the Bank shall have the right at any time and at its sole discretion to consolidate, combine and / or merge all or any Account in the name of the Accountholder without prior notice to the Accountholder and such right to consolidate, combine and / or merge shall include the right to adjust or set-off any indebtedness that the Depositor may incur in favor of the Bank, irrespective of the currency or currencies involved. If subsequent to such consolidation, combination or merger, a shortfall or deficiency arises in favor of the Bank, the concerned Accountholder shall be bound to pay the same forthwith upon first demand by the Bank.

14. CHARGES

- 14.1. The accounts will be subject to applicable charges as per the Bank's Schedule of charges as revised from time to time.
- 14.2. The Bank shall always be entitled without any further express authorization from Accountholder to recover from and debit the Account(s) for all expenses, fee commissions, taxes, duties or other charges and losses incurred, suffered or sustained by the Bank in connection with the opening/operation/ maintenance of the Account and/ or providing the Services and /or for any other Banking Services which the Bank may extend to the Accountholder until it is not owing to gross negligence or willful default of the Bank.. The amount of any or all losses, claims, damages, costs, charges, expenses or other amounts which the Bank may suffer, sustain or incur as a consequence of acting upon the Accountholder's instructions.
- 14.3. The Bank is authorized to reverse credit entries made in error and in case of withdrawal of such credit amount by the Accountholder the same shall be returned to Bank forth with by Accountholder.
- 14.4. The Bank is also entitled to reverse debit entries made erroneously in relation to the accounts.

15. STOP PAYMENT

- 15.1. The Bank will register written instructions from the Accountholder to stop its payment as and when lodged. The instructions should reach the Bank well before presentment of the cheque enabling the Bank to mark caution, however, it will be valid only from the date and time of receipt if received within working hours. The Bank will not be held responsible for payment made if the instrument is presented and paid prior to receipt of written instructions for stopping payment.

16. NOTICES

- 16.1. Any notice, demand or other communication by the Bank under these Rules and Regulations may be sent to the depositor (or his/her personal representatives) whether personally or by post or otherwise at his/her last known address & in that case it shall be considered to have been duly received by the Accountholder.

17. INDEMNITIES AND LIABILITY

- 17.1. The Bank shall use its best endeavors to provide error-free operation of the Account and the Services to its Accountholders. Notwithstanding the same, the Accountholder hereby confirms that the Bank shall not be liable for and indemnifies and agrees to hold harmless the Bank and its respective officers, directors, employees and representatives, agents and contractors from and against any and all losses, damages, liabilities, payments and obligations and all expenses, including reasonable legal costs, incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon the Bank, arising out of, inter alia:
- (i) The Bank acting upon the Accountholder's written instructions to stop payment, issue and mail Cheque books and/or to act on any other instruction, including standing instructions issued by the Accountholder to the Bank from time to time
 - (ii) Any claim by the Accountholders 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 the Bank in reliance upon:
 - a. Instructions which are revealed to be duplicate or erroneous;
 - b. Instructions purported to have been given by the Accountholder, which are discovered to be fraudulent;
 - (iv) Any taxes or other levies due to be paid by the Bank on payments made through or pursuant to the Services.
 - (v) Any errors, neglect or default, act or omission whether of itself or its employees or of any correspondent, sub-agent, participating Bank or of their employees.
 - (vi) Subject to these Terms and Conditions, any amendment in, or variations to, of the Accountholder's instructions.

- (vii) For any instructions not complied with, due to reasons beyond the control of the Bank.
- (viii) Any indirect, incidental or consequential loss or loss of profit that the Account holder may suffer by reason of disruption or failure in any communication or electronic transmission facility or the Services.
- (ix) Loss arising out of unauthorized or fraudulent access of the Account or the Services or otherwise in connection with this agreement or the Bank's failure to provide the services.
- (x) Loss, theft of the cheque books.
- (xi) Diminution due to taxes or imports or depreciation in the value of funds credited to an Account, whether due to devaluation or fluctuation in the exchange rate or otherwise.
- (xii) Unavailability of funds due to restrictions imposed by SBP or any other regulatory body/bodies, including refusal or inability to sell foreign exchange necessary to meet request (s) for withdrawal, restrictions on withdrawal or on convertibility, or in the event of the requisition compulsory transfer or restriction being imposed on or otherwise affecting the Account in any manner whatsoever.

17.2. The liability of the Bank for non-execution or delay in implementation of instructions will not in any case exceed the amount of value-dating adjustment if the failure or delay is attributable solely to the Bank.

18. RESTRICTIONS ON CREATION OF SECURITY

18.1. The Account holder agrees that, without the written consent of the Bank, the amounts deposited or standing to the credit of an Account cannot in any way be assigned, transferred or charged to any third party (other than to a branch of the Bank) by way of security. The Bank shall not be bound by notice of any assignment or transfer or change in favour of a third party by way of security as aforesaid. Provided that the depositor shall have the right to create a lien over or pledge his/her foreign/local currency deposits in the Bank's favour or in favour of any other branch of the Bank to secure any finance, banking or credit facilities granted by the Bank or such other branch of the Bank to the Account holder or to any other person pursuant to the Account holder request.

19. BANK'S LIEN AND RIGHT OF SET-OFF

19.1. In the event the Bank shall accept or incur any liability or any indebtedness owed to the Bank on Account holder(s) whether matured or not, the Bank shall have a lien, charge and right of set-off, at its discretion and without giving notice to Account holder(s), on all funds, monies, securities and other properties of whatsoever nature belonging to Account holder(s) in the possession of the Bank for the due repayment of such liability. In the event of any default by the Account holder to repay such liability the Bank may, without further notice to Account holder may take such steps to dispose or realize the properties as it may deem fit and use the proceeds of such disposal or realization in settlement of all my/our outstanding dues.

20. ZAKAT

20.1. Zakat on all Mudarabah Deposits based accounts, shall be deducted on valuation date from qualifying accounts having balance in excess of the exempted limit as declared for that particular year. Declaration on prescribed form for exemption from deduction of Zakat should be registered with the Bank at least one month prior to the valuation date as per Zakat Rules applicable from time to time.

21. WITHHOLDING TAX

21.1. Withholding tax, or any other levy, shall be recovered as per laws in force from time to time.

22. STATEMENTS

- 22.1. The Bank will dispatch free of charge, statement of account to the Accountholder having closing balance equal to or exceeding Rs.10,000/- at least twice in a year on 6 monthly basis within 1 month from the close of half-year, i.e., June 30 and December 31.
- 22.2. The Bank will dispatch free of charge, statement of account to the Account holder having closing balance of less than Rs.10,000/- at least once in a calendar year. The statement will be sent within one month from the close of calendar year i.e. 31st December.
- 22.3. The Bank will dispatch free of charge statement of account to the Account holders maintaining Basic Banking Account, once in a calendar year i.e. 31st December.
- 22.4. Where an account has become dormant, dispatch of statement of accounts will be stopped till such time the account is reactivated.
- 22.5. Duplicate copies of statement(s) of account shall be provided upon the request of the Accountholders by the Bank by debiting charges to his/her account as per Bank's Schedule of Charges.
- 22.6. The Accountholder may notify any discrepancies in statement of accounts within 45 days from the date of issue, after which the same will be considered final.
- 22.7. The Accountholder(s) must notify the Bank immediately in writing if any periodic statement is not received by the Accountholder within a reasonable time.
- 22.8. In case the Accountholder, at his/her request, is registered for E-statement, the Bank shall discontinue sending the mandatory statement of account via post/courier and provide the e-statement facility as per the frequency indicated.
- 22.9. The Bank does not guarantee that the integrity of the e-mail has been maintained or that communication will be free of viruses, interceptions or interference. Although, the Bank will take reasonable precautions to ensure that no viruses will be present in the e-mail, the Bank cannot accept the responsibility for any loss or damage arising from the use of the e-mail or attachments.
- 22.10. The Bank may at its discretion impose additional conditions before accepting requests for electronic mail of a Statement of Account.

23. AMENDMENT TO RULES & REGULATIONS

- 23.1. The Bank will take care to see that credit/debit entries are correctly reflected in the accounts, but in case of any error, the Bank shall be within its right to make the corrective adjusting entries and recover any amount due and inform the Accountholder subsequently. The Bank shall not be liable for damages, loss etc. consequent upon such error.
- 23.2. The Bank may, at any time, with prior 30 days' intimation to Customer, revise and/or change any of these Terms and Conditions and/or the features or Services pertaining to the Account(s) including without limitation, the charges leviable in respect of the Services in accordance with Schedule of Charges which the Bank deems appropriate in its discretion. Such revisions and/or changes shall be effective from the date specified by the Bank and will be notified to the Customer(s) in advance either through SMS, mail, Email or by affixing a notice to that effect at a conspicuous place within the premises of the Bank's concerned branch(es) or at Bank's website. The Customer agrees that notification in any of the said modes including display at Bank's website shall be deemed to have been duly communicated and received by the Customer. If the Customer does not agree with the revised terms, the Customer may terminate relationship with the Bank before the effective date of such revisions. The Customer acknowledges that continuation of his/her relationship with the Bank after effective date of revisions shall be deemed his/her unconditional acceptance of the revised terms and conditions, without seeking Customer's consent on such revision; hence the Customer hereby unconditionally gives his consent/agreement to Bank's unilateral right of revision/change/amendment in Terms & Conditions in the manner.
- 23.3. Interpretation of terms and conditions mentioned in Account Opening Form will be considered final and binding, however, in case of any dispute, matter will be referred to SBP and the decision of SBP will be final & binding in that case until it is not against shariah rules otherwise the same shall be referred to Shariah committee of IBD-SBP for final decision.

24. DISCLOSURES

- 24.1. The Bank is authorized to make such disclosures in respect of any account without notice to the Accountholder as may be required by law, court order or competent authority or agency under provisions of any applicable laws, usage and/or otherwise to safeguard the interest of the Bank.
- 24.2. The Accountholder hereby declare that the provided supporting documents are necessary for completion of the account opening process. I/We agree with the "US" status documented for my/our account.
- 24.3. I/ We understand that the Bank may disclose the Accountholder's Tax information and the Tax information of any other Consenting Person to any Authority in any jurisdiction for ensuring the Bank's compliance with Applicable Laws and Regulations. The Accountholder waives, and, where reasonably required by the Bank, agrees to procure any other Consenting Person to waive, any applicable restrictions that would otherwise hinder the Bank's ability to disclose Tax information to comply with Applicable Laws and Regulations, and in particular, to disclose Tax information in the manner required by FATCA regulations.
- 24.4. The Account holder undertake that Accountholder is/are the beneficial owner(s) of sums deposited in account/ transactions undertaken in this Bank Account.

Important Information for Self-Certification applicable to Tax Department:

- 24.5. The Accountholder acknowledges that the information given to the Bank in connection with this application and any related reportable account(s) may be provided, directly or indirectly, to any relevant tax authority, including the tax authority of the country in which this account(s) is/ are maintained and/or country where the Accountholder may be a tax resident pursuant to regulatory directives.
- 24.6. The Accountholder will notify the Bank and submit a suitably updated form, additional document(s) "if required" within 30 days of any change in circumstances which affects the Accountholder tax residence status or where any information contained herein becomes incorrect.

25. DEATH/BANKRUPTCY OF DEPOSITOR

- 25.1. After receiving information/ notice about the death of the Accountholder, or one of the Accountholders in case of joint accounts, Accountholder will be marked as "Deceased" in the system. All accrued profit on the Mudarabah Deposits' account(s) and RFMCs (if any) till date of decease marking will be credited to the decease account. After decease marking, no profit or loss shall be charged to the Mudarabah Deposits Accountholder thereafter. The deposit in the account will be guaranteed as per Qard Principle.
- 25.2. The withdrawal of funds shall be allowed on production of a succession certificate or other court order and fulfilling other requirements, which the Bank consider sufficient. In case of operating instruction either or survivor in joint account, in the event of death of either of account holder(s), the credit balance in the account will be payable to the surviving Accountholder(s) subject to provision of succession certificate with a list of legal heirs duly issued by NADRA.
- 25.3. In case of bankruptcy, the Bank will stop operations in the account immediately, after receipt of official notice or as & when become aware of it from any other reliable source.

26. ACCOUNTHOLDER'S COVENANTS, WARRANTIES AND REPRESENTATIONS

- 26.1. The Accountholder hereby confirms, represents and warrants that:
- (i) The Bank, as it acts in compliance with the instructions, shall have no further duty to verify the identity of the person issuing the instructions. Provided, however that the Bank, at its sole discretion, shall have the right to refuse at any time the execution of any instruction.
 - (ii) The Accountholder shall be bound by any/all instructions, issued by the Accountholder or purporting on its face to have been issued by the Accountholder and accepted by the Bank.
 - (iii) The Accountholder shall at all times maintain clear and sufficient funds in the Account in order for the Bank to put into effect the instructions or effect transfer or withdrawal of funds. The Bank is under no obligation to honor any instruction unless there are sufficient funds in the Account.
 - (iv) The Accountholder shall immediately reimburse the Bank, any amount overdrawn from the Account unless specific prior approval has been obtained from the Bank, by the Accountholder, together with the applicable Default Obligation Amount (if any) as per Schedule of Charges of the Bank at a rate to be determined by the Bank from time to time. Such Default Obligation Amount shall be utilized for the purposes of charity at the sole discretion of the Bank.
 - (v) The Bank is entitled to levy any charge on the Services in accordance with the Schedule of Charges applicable from time to time.

- (vi) Instructions shall be deemed irrevocable and binding on the Accountholder upon transmission by the Accountholder.
- (vii) The Bank reserves the right without prior notice to cancel or decline to execute any instruction without assigning any reason.

27. RELIANCE ON INSTRUCTIONS

27.1. The Accountholder hereby authorizes the Bank to rely and act, without any liability on the part of the Bank upon all instructions issued or purported to be issued by the Accountholder and to accept the same as correct, accurate and duly authorized by the Accountholder.

28. DEBIT CARD

28.1. The issue and use of "BOK DEBIT CARD" shall be governed by the following terms and conditions:

In these terms and conditions, the following abbreviations are used:-

POS means Point of Sales.

ATM means Automated Teller Machine

Bank means Bank of Khyber

Card means BOK Debit Card

PIN means Personal Identification Number

Card Holder Means The person proprietary maintaining account with Bank to whom or on whose request/ behalf card has been issued by the Bank and authorized to utilize the services of the ATM/POS of the Bank.

28.2. BOK is offering the services of Inter Bank Fund Transfer (IBFT). Fund Transfer (FT), Utility Bills Payment System (UBPS), Point of Sale (POS) and Cash Withdrawal on its debit card. I consent to avail these along with other services offered by the Bank on its Debit Card.

28.3. The CARD shall only be used by the CARD HOLDER and it is not transferable. If the CARD HOLDER authorizes anybody else to use His / Her CARD, despite this precipitation, then He / She will be exclusively responsible for any and all risks and consequences.

28.4. The CARD HOLDER shall not disclose under any circumstances to any person whomsoever, His / Her PIN allotted for operation an ATM.

28.5. The CARD HOLDER undertakes to accept full responsibility to maintain sufficient funds in His/ Her account to meet withdrawal(s) affected through the use of His /Her CARD and He/ She undertakes not to overdraw the account unless prior arrangements to this effect have been made with the BANK.

28.6. The CARD HOLDER should not use the card for purposes prohibited by the Shariah and that the Bank has the right to withdraw the card in case such condition is violated.

28.7. In the event, CARD HOLDER at any time drawing cash or shop in excess of the credit balance either inadvertently or deliberately, He /She shall be bound to deposit the amount overdrawn immediately on demand.

28.8. The CARD HOLDER further UNDERTAKES to accept full responsibility for all the transactions made by the use of the CARD whether or not made with His / Her knowledge or authority and He /She shall accept the BANK's record of transaction(s) as binding for all purposes.

28.9. The CARD HOLDER also undertakes to pay all taxes, levies and/or duties legible on ATM transactions by Government (Federal/Provincial/Local) from time to time.

28.10. The CARD HOLDER further undertakes to pay all BANK charges in respect of entrance fee, annual subscription, renewal/replacement fee of the CARD as per Islamic Banking schedule of charges. The BANK will be entitled to recover all such charges/fees etc. at prevalent or enhanced rate from the account of CARD HOLDER at any time and at its discretion as per Islamic Baking SOC and no request or claim for refund would be entertained by the BANK.

28.11. The CARD HOLDER hereby irrevocably authorizes the BANK to debit (without any prior notice, to the CARD HOLDER) the account(s) of the CARD HOLDER with BANK, for amount of withdrawal, transfer and/or transactions involving the use of the CARD at the ATM/POS of the BANK whether or not made by His / Her knowledge or by His /Her authority.

- 28.12. In the event of loss or theft, the CARD HOLDER shall immediately notify such loss or theft to concerned branch in writing as quickly as possible. Loss or theft of the CARD can also be intimated on telephone by the CARD HOLDER following by written confirmation. The BANK, without accepting any responsibility or liability for the transactions(s), if any made, will make all endeavors to stop the transaction (s) on the lost or stolen CARD, It is however, clear that the BANK shall, in no case be liable for any transaction and the account of the CARD HOLDER will be debited accordingly.
- 28.13. The CARD issued to the CARD HOLDER shall remain at all times the property of the BANK and shall be surrendered to the BANK on demand. The BANK at its sole discretion, reserves the right at all times to terminate the arrangement. cancel or withdraw the DEBIT CARD or refuse to re-issue or renew or replace the DEBIT CARD.
- 28.14. To accept the BANK's record of withdrawals, transfers and deposits as conclusive and binding for all purposes. To further accept any transaction information appearing on the print-out issued by the ATM / POS to the CARD HOLDER, shall not constitute any receipt or acknowledgment by the BANK or evidence of the correctness of the transaction but merely a memo based on CARD HOLDER's instructions. In the event of the CARD HOLDER's disputing any transaction through the CARD, the BANK will not be liable to disclose its internal records to the CARD HOLDER. and a certificate or correctness of the transaction by the BANK shall be accepted as conclusive and final by the CARD HOLDER.
- 28.15. The BANK reserves the right to destroy the Debit card(s) if not collected by the CARD HOLDER within 2 (two) months from the date of issuance.
- 28.16. Any Dispute on transaction via ATM or POS shall be entertained as per Bank Rules.
- 28.17. If the Cardholder uses the Debit Card for Transactions outside Pakistan , the Cardholder will be liable for currency conversion and service fee which is charged upfront at the time of the Transaction. However, the Bank makes no warranty and assumes no liability or responsibility for any limitation on conversion or availability of foreign exchange whether due to State Bank of Pakistan or otherwise.
- 28.18. The Bank shall have the right to rectify any error(s) in the entries and reverse any erroneous entries in the Account due to any bonafide mistake or malfunction of the ATM/POS/ internet banking service. The Bank's record of any Transaction generated electronically or otherwise shall be conclusive evidence of such transaction.
- 28.19. The Card shall not become valid or operational until the Cardholder acknowledges receipt of the Card and accepts the Terms and Conditions for Card usage. The Card will be activated in such manner as the Bank may specify from time to time.
- 28.20. The Card shall only be valid for the period specified on it and must not be used beyond such period or if the Bank has required by notice in writing to the Cardholder that the Card be returned to the Bank. When the period of validity of a Card expires, it must be destroyed by cutting it in half through the magnetic strip, which shall be the responsibility of the Cardholder.
- 28.21. The Cardholder must co-operate with any officers, employees, representatives or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank is authorized to disclose information about the Cardholder and the Account if the Bank ascertains that it will help avoid or recover any loss to the Cardholder or the Bank, resulting from the loss, theft, misuse or un-authorized use of the Card. If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip and the chip should be destroyed by the Cardholder and returned to the Bank immediately.
- 28.22. The Cardholder must check the record of the Transactions from the statement of Account, as per the set frequency in which they are produced, through internet banking, through a mini statement from an ATM or a statement sent by the Bank to the Cardholder.
- 28.23. The Cardholder must inform the Bank in writing within fifteen (15) days of a Transaction being carried out or issuance of a statement, whichever is later, if any irregularities or discrepancies exist in the Transaction particulars in relation to the Account, or on any Account statement that the Bank sends to the Cardholder. If the Bank does not receive any information to the contrary within the above fifteen (15) days period, the Bank is entitled to assume that all Transactions are correct and may be treated as conclusive evidence for all purposes.
- 28.24. A Transaction cannot be cancelled by the Cardholder after it has been completed.
- 28.25. In case a Cardholder uses the Card at an ATM and the Cardholder's Account is debited and cash not distributed or disbursed, the Cardholder will be required to submit a claim for the amount of the respective

Card Transaction with the Bank and the Bank will reverse the claimed amount only after verification of such amount for the subject Card Transaction from the ATM and the respective bank whose ATM was used.

- 28.26. In the event of any other disputed Transaction, the Cardholder must send a written intimation, with details of the dispute, to the Bank within fifteen (15) days from the date of the disputed Transaction. If such a written intimation is not received by the Bank within fifteen (15) days from the disputed Transaction, the said Transaction will be deemed to be authentic and the Cardholder shall be liable for the Transaction.
- 28.27. Without prejudice to the foregoing, the Bank may, from time to time and at its sole discretion, promote the goods or services of certain specified companies ("Affiliates") amongst all or any of its Cardholders. If such a promotion is made available to the Cardholder and the Cardholder avails the promotion, the Cardholder agrees that in addition to these Terms and Conditions, the Cardholder will abide by the terms and conditions of the promotion as stipulated by the Affiliates, in consultation with the Bank. Such a promotion may be withdrawn at any time without any notice to the Cardholder.
- 28.28. The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial action, failure of power supplies, systems or equipment, start of day or end of day activity or any other causes beyond the Bank's control. The Bank shall not be liable in any manner for any accidental death, injury, property damage or any other loss or damage that may be sustained by the Cardholder in using the Card at the ATM rooms or any other locations and it is agreed that the Cardholder shall use the Card entirely at his/her own risk, cost and consequences.
- 28.29. The Cardholder has no claim to any compensation from the Bank if use of the Card is not possible due to technical malfunctions and operations failures or any other reasons whatsoever and the Bank excludes all liabilities for all losses or damages suffered by the Cardholder for not being able to use the Card.
- 28.30. The Cardholder shall be provided SMS alerts or such other alerts through alternate delivery channel(s) ("Alerts") in respect of Transactions made by the Cardholder to the Cardholder's registered mobile number(s). All information pertaining to the Account(s) and/or Transactions shall be provided automatically from time to time through Alerts and shall be entirely at the risk and responsibility of the Cardholder.
- 28.31. On notification by the Cardholder / Account holder, either by telephone or in writing, to the authorized office/representative of the Bank conveying fresh or amended contact details in respect of the Account, Card and/or Cardholder / Account Holder, the Bank shall be authorized to update its record by amending the previous particulars in accordance with the updated particulars notified to the Bank.

29. MISCELLANEOUS/ OTHER RULES

- 29.1. The Bank reserves to itself the right to close without previous notice any cheque book bearing account which in its opinion is not satisfactorily conducted or for any other reasons whatsoever which the Bank shall not be obliged to disclose to the Depositor.
- 29.2. All cuttings/alterations on Cheque(s) shall be authenticated by the Account holder with full signature. The Bank will not be liable for cutting & alteration on Cheque(s), unless duly authenticated.
- 29.3. Upon the closing of an account either by the Account holder or by the bank the un-used cheques/ATM card shall become property of the Bank and the account holder shall forthwith return them to the bank.
- 29.4. Any change in the address of the Account holder shall be immediately communicated in writing to the Bank by the Account holder. The post office and other agents for delivery should be considered agents of the Depositor for all deliveries of letters, remittances, notices etc. and the Bank will not be responsible for any delay, non-delivery etc.
- 29.5. In case where balance in current and Mudarabah Deposits' account remains "NIL" for continuous period of Six (06) months, such account will be closed.
- 29.6. The Account holder should immediately advise the Bank as soon as he/she leaves the country with the intention of permanently or temporarily residing abroad. On receipt of such information, the account will be re-designated as Non Resident account and all deposits & withdrawals there from will be subject to the rules prescribed by State Bank of Pakistan for such non-resident accounts.
- 29.7. The Bank reserves to itself right, without any notice to the Depositor, to combine all or any of the account(s) of the Depositor and set-off or transfer such sum or sums standing to the credit of any one or more of his/her account(s) in or towards satisfaction of any of the Depositor(s) liabilities to the Bank.

- 29.8. The account in all respects shall be governed by the Laws of Pakistan and any complaint or claim against the Bank must be lodged in Pakistan and with the concerned Branch.
- 29.9. Opening of an Account is subject to fulfillment of all requirements including required documents and completion of information as prescribed by the bank. The Bank reserves its right to refuse to open an Account if the requirement laid out in the SBP regulations, or other instructions issued by SBP from time to time and Bank's own policies are not met. In the event, at any time, an Account is opened with incomplete / invalid documents or information, the Bank may, at its sole discretion, restrict the operation of such account till such time that all the required information and / or documentation is provided to the bank. All documents as prescribed in Account Opening Form and relevant formalities will have to be completed by the intending Account holder prior to allowing operation in the account.
- 29.10. Not more than one account of each category i.e. current, Mudarabah Deposits , SDA etc. may be opened in any one name in one and the same branch except joint account with any other individual(s).
- 29.11. Bank shall after opening of account, issue cheque book/ ATM/Debit Card in any form for the accounts to the Account holder and may withdraw or recall the same at closing of account. The Account holder undertakes to be responsible for its safe custody at all times and will immediately notify the Bank if cheque book or any of the cheques contained therein or ATM / Debit Card, is lost or stolen.
- 29.12. Bank may transfer any or all the account(s) of Depositor at its sole discretion to any of its branches and can close, earmark, Suspend dealing with any or all the account(s) of depositor at its sole discretion without assigning any reason thereof or under law or practice at the instance of any Court Administrative order or otherwise without prior notice to the Depositor and without being incurring any risk, responsibility or liability for any breach of trust, obligation or duty on its part.
- 29.13. The Bank shall not be liable for unavailability of fund credited to the Account due to restriction on convertibility or transferability or payment of funds, requisitions, involuntary transfer, acts of war Civil strike or other causes beyond the control of the Bank. Neither the registered / Principal Office nor any branch, subsidiary or affiliate, employees of the Bank shall be liable for any consequences thereof if due to any action of or restriction imposed by the Government of Pakistan, The State Bank of Pakistan or any other transfer such funds in such currency, the Depositor shall be solely responsible for all such risks and any associated costs and expenses howsoever arising (including without limitation, those arising from any international or domestic Legal or regulatory restrictions) in respect of any such Accounts Depositor hereby irrevocably and unconditionally agrees that the Bank's determination of where it is or is not able given the prevailing applicable law and regulations, to make any payment from or permit any withdrawal or transfer from any Accounts shall be final and binding and shall not be questioned.
- 29.14. The Bank shall not be responsible and liable to Depositors in any manner for any diminution, depreciation, impairment, reduction, non- convertibility, non-transferability, Loss and unavailability of the funds in their respective accounts due to taxes, ceases, duties seizure, confiscation, devaluation fluctuation in exchange rates and any other act beyond the control of the Bank.
- 29.15. The Bank may at any time debit and recover from the account(s) the value of any instrument discounted, negotiated, purchased or collected by the Bank in the event that the proceeds are not received against the same at any time and / or after receipt of proceeds the account of the Bank is debited or proceeds, recovered from the Bank upon return of the instrument by the drawee Bank or correspondent of the Bank.
- 29.16. The Depositor here by irrevocably and unconditionally agrees and undertakes at all times hereafter to fully indemnify the bank and keep the Bank, its Directors, employee indemnified and harmless from and against all sorts of losses, damages, costs, charges, expenses of whatsoever nature if any suffered, sustained and incurred whether directly or indirectly by Bank. Its successors in interest, administrators and assigns and however arising out of or in connection with suits, claims, actions, demands, liabilities, proceedings of whatsoever nature made or brought or filed against Bank by whomsoever in connection with these terms or arising out on account of Bank's opening the account and providing such Banking services as requested by Depositor or in connection with Bank acting upon instructions of Depositor and Depositor further undertakes to pay Bank unconditionally and within seven (7) days of Bank's first written demand any or all the amount of such claims, costs fees, expenses, losses and damages if any sustained, suffered and incurred by Bank.
- 29.17. The Depositor shall not hold the Bank liable and responsible and shall not claim against any manner, if any of the instructions of the Depositor are not complied with or any delay takes place in complying with these instructions for any reason whatsoever.

- 29.18. Depositor hereby waives his/her/its rights to any and all claims it may have against the Bank pursuant to the Accounts, banking products/ services availed from time to time or these terms and that may arise at any time from or in connection with Bank's acts or omissions under or related to these terms and procedures unless such claims based on the fraud or willful misconduct of the Bank.
- 29.19. The Depositor shall be governed by these terms and Bank reserves its rights to unilaterally modify, amend, alter and vary, supplement at its sole discretion these terms and conditions from time to time and that shall be binding upon the Depositor, its legal heirs, successors in interest and assigns with respect to the account specified on account opening form and / or any other account that may be opened by the Depositor with Bank from time to time, Depositor will be duly informed within 30 days advance notice regarding any changes in bank terms & conditions.
- 29.20. Notwithstanding anything contained herein above, the Depositor irrevocably and unconditionally agrees and undertakes at all times to comply, fulfill, abide by and bound and governed by / under all terms and conditions of the Bank as well as such terms and conditions which have been prescribed as per directives of State Bank of Pakistan.

Governing Law

30. All funds deposited in the Account to be opened pursuant to this Account Opening Form and all transactions in relation thereto will be governed by the Terms and Conditions for Accounts and Services, Policies of the Bank, and/or all prevailing laws, SBP's regulations, rules, directions, circulars, decrees, by-laws applicable to the Bank and all amendments that may be made from time to time, provided that such laws do not contradict the Islamic Shariah. In case of any contradiction, the rules of Islamic Shariah as per the directives of the RSBM/Shariah Board of the Bank shall prevail.

31. DIFFERENCE IN SIGNATURES IN ACCOUNT OPENING FORM & CNIC/PASSPORT

- 31.1. In case the signature(s) appended by me/us for operating the account is/are different from my/our signature(s) appearing in my/ our CNIC/Passport, I/ we hereby request and authorize the Bank to accept the signature(s) appended in the Account Opening Form at my/our entire risk and responsibility even though signature(s) differ(s) from the signature(s) on my/our CNIC/Passport.

Signature(s) as per CNIC/Passport: Applicant 1. _____

Signature(s) as per CNIC/Passport: Applicant 2. _____

Signature(s) as per CNIC/Passport: Applicant 3. _____

Signature(s) as per CNIC/Passport: Applicant 4. _____

**Minimum Documents to be obtained for
Identification of Customer/ Occasional Customer**

Sr. No	Type of Customers	Documents/ papers to be obtained
1)	Individuals (including Walk in/ Occasional customers)	1) Copy of the applicable valid identity document
2)	Joint Account	1) Copy of the applicable valid identity document for each joint account holder 2) In the case of joint accounts, CDD measures on all of the joint account holders shall be performed as if each of them is individual customers of the SBP RE.
3)	Sole Proprietorship	1) Copy of the applicable valid identity document; 2) Any one of the following documents: a) Registration certificate for registered concerns b) Sales tax registration or NTN certificate, wherever applicable c) Certificate or proof of membership of trade bodies etc., wherever applicable d) Declaration of sole proprietorship on business letterhead e) Account opening requisition on business letterhead
4)	Small businesses and professions including freelance professionals	1) Copy of the applicable valid identity document of the account holder/s 2) Any one of the following documents: a) Registration certificate for registered concerns. b) Sales tax registration or NTN certificate, wherever applicable. c) Certificate or proof of membership of trade bodies etc., wherever applicable. d) Proof of source of funds/ income
5)	Partnership	1) Copy of the applicable valid identity document of all partners and authorized signatories 2) All of the following documents: a) Attested copy of 'Partnership Deed' duly signed by all partners of the firm. b) Attested copy of Registration Certificate with Registrar of Firms. In case the partnership is unregistered, this fact shall be clearly mentioned on the Account Opening Form. c) Authority letter, in original, signed by all partners for opening and operating the account.
6)	Limited Liability Partnership (LLP)	1) Copy of the applicable valid identity document of all partners and authorized signatories 2) All of the following documents: a) Certified Copies of: i) 'Limited Liability Partnership Deed/ Agreement' ii) LLP-Form-III having detail of partners/ designated partner in case of newly incorporated LLP. iii) LLP-Form-V regarding change in partners/ designated partner in case of already incorporated LLP. b) Authority letter signed by all partners, authorizing the person(s) to operate LLP account.

7)	Limited Companies/ Corporations	<ol style="list-style-type: none"> 1) Copy of the applicable valid identity document of all directors and authorized signatories 2) Certified copies all of the following documents: <ol style="list-style-type: none"> a) Resolution of Board of Directors for opening of account specifying the person(s) authorized to open and operate the account; b) Memorandum and Articles of Association; c) Certified copy of Latest 'Form-A/Form-B' d) Incorporate Form II in case of newly incorporated company and Form A/ Form C whichever is applicable; and Form 29 in already incorporated companies
8)	Branch Office or Liaison Office of Foreign Companies	<ol style="list-style-type: none"> 1) Copy of the applicable valid identity document of senior official and/ or authorized signatories 2) All of the following documents: <ol style="list-style-type: none"> a) Copy of permission letter from relevant authority i.e. Board of Investment b) List of directors on company letterhead or prescribed format under relevant laws/ regulations. c) Certified copies all of the following documents: <ol style="list-style-type: none"> i. Form II about particulars of directors, Principal Officer etc. in case of newly registered branch or liaison office of a foreign company ii. Form III about change in directors, principal officers etc. in already registered foreign companies branch or liaison office of a foreign company d) Letter from Principal Officer of the entity authorizing the person(s) to open and operate the account.
9)	Trust, Clubs, Societies and Associations etc.	<ol style="list-style-type: none"> 1) Copy of the applicable valid identity document of: <ol style="list-style-type: none"> a) all members of Governing Body/ Board of Directors/ Trustees/ Executive Committee, if it is ultimate governing body, b) all authorized signatories c) settlor, the trustee(s), the protector (if any), and the beneficiaries 2) Declaration from Governing Body/ Board of Trustees/ Executive Committee/ sponsors on ultimate control, purpose and source of funds etc. 3) Certified copies all of the following documents: <ol style="list-style-type: none"> a) Certificate of Registration/ Instrument of Trust b) By-laws/ Rules & Regulations c) Resolution/ Documentation of the Governing Body/ Board of Trustees/ Executive Committee, if it is ultimate governing body, authorizing any person(s) to open and operate the account
10)	NGOs/ NPOs/ Charities	<ol style="list-style-type: none"> 1) Photocopy (after original seen) of the applicable identity documents of all members of Governing Body/ Board of Directors/ Trustees/ Executive Committee, if it is ultimate governing body, and authorized signatories. 2) Certified copies all of the following documents:

		<p>a) All relevant Registration documents/ Certificate of Incorporation/ license issued by SECP, as applicable</p> <p>b) Memorandum & Article of Association</p> <p>c) Incorporation Form II in case of newly incorporated company and Form B-29 in case of already incorporated company</p> <p>d) Resolution of the Governing Body/ Board of Directors/ Trustees/ Executive Committee, if it is ultimate governing body, for opening of account authorizing the person(s) to operate the account</p> <p>3) Annual accounts/ financial statements or disclosures in any form, which may help to ascertain the detail of its activities, sources and usage of funds in order to assess the risk profile of the prospective customer</p>
11)	Agents Accounts	<p>1) Copy of the applicable valid identity document of the agent and principal</p> <p>2) Certified copy of 'Power of Attorney' or 'Agency Agreement'</p> <p>3) The relevant documents/ papers from Sr. No. 2 to 10, if agent or the principal is not a natural person</p>
12)	Executors and Administrators	<p>1) Copy of the applicable valid identity document of the Executor/Administrator</p> <p>2) Certified copy of Letter of Administration or Probate</p>
13)	Minor Accounts	<p>1) Copy of the applicable valid identity document of the minor and his/ her parent or natural or Court Appointed Guardian</p> <p>2) Certified copy of order of appointment of Guardian appointed by Court, if applicable</p>
14)	Mentally Disordered Person Account	<p>1. Copy of applicable valid identity documents of mentally disordered person and court appointed manager under the applicable laws related to mental health.</p> <p>2. Certified true copy of court order for appointment of manager for mentally disordered person.</p> <p>3. Verification of identity document through bio-metric verifications from NADRA for both persons i.e. mentally disordered person and the manager appointed by court.</p> <p>4. Verification of court order from the concerned court (to be obtained by concern branch).</p> <p>5. Account would be opened in the name of mentally disordered person and the same will be operated by the court appointed manager.</p> <p>6. All CDD requirements/formalities should be conducted/ completed for both persons.</p> <p>7. In case of change of manager by the court, the CDD will be conducted for the new appointed manager by the bank fresh.</p>

ACCEPTANCE OF TERMS & CONDITIONS

I/We request you to open an account with Bank of Khyber (Bank) Islamic Banking as per above given details. I/We confirm having read, understood and accepted the terms and conditions as printed overleaf for opening and operating a bank account with the Bank and have also received a copy of account opening form/ terms and conditions

for opening an account with the Bank. I/We shall abide by all rules and regulations that have been enforced upon me/us. I/We shall not use this account to support/ finance any unlawful activity like money laundering, terrorist financing and I/We shall update the Bank about any changes in my/our mailing address/contact information and/or any change in any of the information furnished in this account opening form viz nature of business, change of authorized person(s) for account operations in compliance with State Bank of Pakistan (SBP) regulations and the Bank's own internal control requirement from time to time, I/We also to abide by any such changes, supplements or modifications etc. made by the Bank in terms and conditions. Further I/We agreed to maintain at all times the minimum balance in the account as informed to me/us by the Bank from time to time and incase of any violation thereof the Bank is authorized to recover the amount of service charges to the debit of my/our account or the Bank may at its sole discretion close the account. I/We hereby declare that I/We have not being refused banking facilities by any other bank before approaching the Bank for opening of my/our this account.

For Visually Impaired Persons / Blind Customers Only

In addition to the above, I/We hereby agree and confirm that all possible risk involved in the operations and usage of bank's products and services offered by bank, have been explained to me in present of witness, personally known to me.

Name of witness (Accompanied by Customer) _____ Signature

Relation with customer _____ CNIC #

ACKNOWLEDGEMENT

I/We _____ hereby acknowledge receipt of a copy of Account Opening form along with terms and conditions duly verified by authorized officer of the branch, which I/We have completely read, understood and signed in consideration thereof.

Account No. _____

Signature/Thumb impression of account holder(s): 1. _____ 2. _____ 3. _____

Signature with Stamp of Bank Officer: _____ Date: _____