



The City Bank Limited Bangladesh

I/We, the undersigned being the Chairman/Managing Director/Director(s)/Partner(s) Proprietor (hereinafter referred to as the 'Customer') hereby agree, to open Current/STD/OD/Fixed Deposit any other account(s) (hereinafter collectively referred to as the Accounts) with The City Bank Limited (the Bank) (under the Following terms and conditions:

**TERMS AND CONDITIONS**

These terms and conditions for Accounts at Bank branches In Bangladesh are deemed to supplement and/or modify, and In the event of inconsistency, prevail over the general account conditions of The City Bank Limited.

**1. Introduction**

That the Bank be and is hereby, appointed Banker of the Customer and that the Customer shall open and/or continue Current/STD/Fixed Deposit Account on any other Accounts in the name of the Customer denominated in Tasks (or any other currency as may be permitted to maintain by the Customer)

**2. Cheques & Other**

- Bank will not accept any request to stop payment on a cheque unless it is in writing duly signed by the Customer. Such request shall be binding on the Bank only upon its actual receipt and provided sufficient time to the Bank to permit the Bank to notify its offices or branches as may be necessary and appropriate.
- The Customer Shall be fully responsible for the genuineness, correctness and validity of all endorsements appearing in cheques, guarantees orders, bills, notes, negotiable instrument and receipts or documents deposited in the Account, which the Bank shall presume to be proper, correct and in case of companies or partnership, duly authorize.
- All deposits are accepted subject to subsequent verification by the Bank Cash deposits and withdrawals shall be subject to the minimum and maximum limits set by the Bank from time to time.

**3. Interest On Account**

- No interest will be payable on a Current Account
- The rate of any interest payable on any Account may be displayed by the Bank at its various branches in Bangladesh and further, I/We accept that this may be subject to change without notice to me/us. Interest on any Account will accrue in arrears from day to day in or, as otherwise determined by the Bank (in its absolute discretion), and be credited by the Bank to the relevant Account(s).
- The Bank may, at its sole discretion, allow per-mature withdrawal of fixed deposits. I/We accept that all such per-mature withdrawals will be subject to levy or penalties and changes, as the Bank may determine and these may be subject to change without notice to me/us from time to time.

**4. Overdraft**

I/We will be liable for any overdraft or other facilities arising in connection with any of the above Account(s) and I do hereby authorize the Bank to debit any such Account(s) with all or any interest (including compound interest), commission and other Banking charges, costs and expenses (including any legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time in its absolute discretion. I/We will also pay to the Bank any such amounts, in the manner and, at such times, as may be required by the Bank in its absolute discretion.

**5. Closing of An Account**

I/We may close any of my/our Account(s) with the Bank by giving the Bank prior written notice to the Bank, The Bank may, however, either, at its own instance of, at the instance of any court or administrative order, or otherwise foreclose, freeze or suspend dealings or any of the above Accounts without prior notice to me or without being liable for and branch of duty it may owe to me. Notwithstanding the above. In case of companies where the Bank has received conflicting instructions and board resolutions, the Bank shall also be entitled at its sole discretion close, freeze or suspend their Account(s) until the management of those companies resolves their internal disputes to the satisfaction of the Bank.

**6. Proprietorship or Partnership Account**

- A proper A proper succession certificate (In case of Muslims (or a letter of administration (in case of non-Muslims (issued by a competent court having) jurisdiction must be provided to the Bank in the event of death of a customer by the heirs or administrations to enable the Bank to act accordingly with regard to the relevant Account(s).
- In a partnership Account where the Account can be operated by authorized signatories in dividu ally, if prior to action on instructions received from an authorized signatory, City bank receives contradictory instructions from any other authorized signatory, City bank shall immediately thereafter only act on the joint and collective instruction(s) or mandate of all the authorized signatories to the Account.

**7. Communications**

- The Customer shall inform the Bank in writing about any change in the customer's address or residential status as and when such changes take place.
- The Customer understands, acknowledges and accepts that communication sent via facsimile machines, internet, diskettes or any other method over public lines, is not encrypted, and that these transmission methods are not necessarily secure mean of transmission and delivery of information, and that there are associated risks, including of breach of confidentiality, possible unauthorized alteration and/or unauthorized use, and failure of communication. The Customer agrees to exempt the Bank from any misuse of communication, and to hold the Bank harmless for any cost or loss that the Customer may incur due to the same and any error, delay r problem in transmission or otherwise.

**8. Banking Instruction by Telex/Facsimile**

Unless instructed by me/us in writing to the contrary the Bank is authorized, but not obliged, to act on my/our Banking instructions transmitted through a telex or facsimile machine.

I/We shall release the Bank from indemnify and hold the Bank harmless form and against all actions, suits, proceedings, costs, demands, charges, expenses, losses and liabilities however arising in consequences of or in any way related to

I/We, the undersigned, hereby agree to comply with and be bound by the above terms and conditions;

- The Bank having acted in good faith in accordance with my written telephone. Facsimiles or telex instruction(s) notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the line of communication of transmission and
- The Bank having refrained from action in accordance with any written instruction(s) for reasons, including and not limited to, corruption of transmission of message, failure of actual transmission to or receipt of such instruction(s) by the Bank, illegibility of written instructions receive, whether due to the any malfunctioning or technical failure of equipment or machine.
- My failure to forward all original copies of facsimile instruction(s) to the Bank within the close of banking hours of then neat working day.

**9. Set-Off**

- The Customer hereby agrees that the Bank may at any time or times hereinafter without notice to the Customer set off, transfer or apply all or any of the monies from time to time standing to the credit of the all or any Account(s) of the Customer in on towards the discharge and satisfaction of all sums of money which now are or at any time or times hereinafter may become due or owing to the Bank or payable by the Bank on account of the Customer, regardless of the place or mode of payment or the currency of such obligation.

**10. Liabilities. Joint and Several Liability**

- The Customer shall fully indemnify the Bank from and against any expense, loss damage or liability (as to the amount of which the certificate of the Bank shall. Save for manifest error, be conclusive and binding upon the Customer hereto and payable on demand) which the bank may incur as a consequence of the occurrence of any claim, suit or action arising from or in connection with, inter alia, payments made in good faith in compliance to the instruction(s) of the Customer or where the stop transfer notice has not been received in time for payment to be stopped, any fraudulent act or omissions by the Customer or third parties with regard to the Account(s) of the Customer, payments against any forged authorized signatories; forged or counterfeit cheques, documents, papers and instruments or due to any miscommunication or otherwise in connection with this agreement and the Account(s). Without prejudice to its generality, the foregoing indemnity shall extend to any costs, expenses, interests, fees or other sums whatsoever paid or payable by the Bank on account of the foregoing.
- These conditions shall be binding upon the respective heirs, executors, administrations, successors, or permitted assigns (as the case may be) of each Customer. If the Customer is a partnership, the provisions hereof shall continue in force notwithstanding any change in such partnership unless otherwise decided by the Bank and notified to the Customer.

**11. Confidentiality**

Whilst the Bank maintains strict confidentiality in all matters relating to my/our Accounts and business. I/We hereby authorize the Bank (and/or any of its officers or employees) to disclose any information concerning me/us, my/our business, my/our Accounts held with the Bank, or my/our relationship with the Bank, to any of the following:

- Any offices or branch of the Bank.
- Any agent, contractor or third-party service provider, or any quasi-governmental, authority with jurisdiction over the Bank.
- Any person to whom the Bank is required or authorized by lower court order to make such disclosure.
- Any person who is under a duty of confidentiality to the Bank.
- Any Bank or financial institution with which I/We have or propose to have dealings, regardless of whether the recipient in case is located in Bangladesh or in another country, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country.

**12. Indemnity**

I/We also agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the above Account, these terms and conditions or. In enforcing these terms and conditions and in recovering of any amount due to the Bank or incurred by the Bank in any legal proceedings of whatever nature.

**13. Waiver**

No forbearance, negligence or waiver by the Bank in the enforcement any of these terms and conditions shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing.

**14. Variations**

The Bank may amend these terms and conditions from time to time giving a notice period of 30 (thirty) days to the Customer. The Bank shall send customers an email or SMS or upload information in CBL website notifying them about the amendments; setting out an effective date of the amendments to be brought. The Bank shall not be obliged to obtain signature of the customer for receipt of any such communication.

**15. General**

- All the Accounts of foreign companies shall be operated in accordance with the general or special permission of Bangladesh Bank, the applicable provisions of the Foreign Exchange Regulation Act, 1947, and any subsequent amendments thereof, and rule, direction, regulation or order made there under.
- All Accounts shall be subject to the provisions of the guideline for Foreign exchange Transactions 1996 and other circulars and guidelines together with any alteration or modification thereto effected by Bangladesh Bank from time to time.
- Bank at all circumstances reserves the right, not to open any account or establish any relationship or not to execute any transaction and to close any account or terminate any business relationship, if the Bank is unable to perform Customer Due Diligence or due to any non-cooperation of the customer with relation to the Bank's regulatory and policy requirements.

**16. Governing Law**

These terms and conditions shall be governed by and constructed in accordance with the laws of Bangladesh and I/We do hereby irrevocably submit to the exclusive jurisdiction of the courts at law of Bangladesh, such submission shall, however, not prejudice the rights of the Bank to bring proceedings against me/us in any other jurisdiction or courts of law elsewhere.