

General Terms & Conditions

APPLICABLE TO ALL
ACCOUNTS

(EFFECTIVE FROM APRIL 01, 2009)

For details:
Call 111 222 222
or visit www.citibank.com.pk

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General Terms and Conditions

In consideration of the Bank opening and maintaining the Account(s) and providing the Account Holder at its discretion such banking facilities, finance or financial services as may be requested by the Account Holder from time to time ("Services"), the Account Holder agrees that the provisions contained in these Terms and Conditions as may from time to time be amended, supplemented by the Bank in the manner provided herein, shall be binding on the Account Holder.

1 INTRODUCTION

- 1.1 These Terms and Conditions explain our obligations to you and your obligations to us and apply to all accounts of whatsoever nature opened and maintained in Pakistan Rupees or any other currency including but not limited to, saving accounts, current accounts, deposits, Credit Card accounts (referred to as the "Account") with any of Citibank, N.A.'s branches in Pakistan ("Bank"), the Services and the various modes of communication.
- 1.2 Your signing of the account opening documentation shall be considered as your agreement to these Terms and Conditions and you agree to be bound by these Terms and Conditions and any amendments thereto from time to time made by the Bank and any additional conditions.
- 1.3 Additional conditions include but are not limited to Schedule of Charges, applicable rates on deposits, notice periods, minimum or maximum balance and other Terms and Conditions, which may be general or specific to a particular Account or Service. You will be advised of these additional conditions when you open such Account or apply for such Services. If the additional conditions are inconsistent with these General Terms and Conditions the additional conditions will prevail.
- 1.4 The term "you" "your" "Account Holder" or "Customer" shall include any customer operating an Account with us and where appropriate any person authorized to give instructions in relation to the Account and in the case of a Joint Account or an Account other than that of an individual, all Account Holders or authorized signatories each of whom shall be deemed to have joint and several obligations to the Bank.
- 1.5 The term "Account" or "Funds" shall include the deposit specified in the Account opening documents, the balance from time to time in the Account, any notice or time deposit placed with the Bank and all other Accounts including, Credit Card accounts and sub-accounts that may from time to time be opened and maintained.
- 1.6 The term "we", "us", "our", "Bank" or "Branch" shall mean any of Citibank, N.A.'s branches in Pakistan and its successors-in-interest and assigns but shall specifically exclude the Head Office/Citigroup or any other branch of Citibank, N.A. or its subsidiaries or affiliates unless otherwise required explicitly by the context.
- 1.7 The term "Debit Card" means a card issued by the Bank to the holder of an Account to enable such holder to have direct access to the Account through an ATM or to effect banking transactions by electronic means at an ATM twenty-four hours a day, seven days a week and includes the blue, gold or platinum Debit Card as the case may be or any other card as may be issued by the Bank in relation to the Account.
- 1.8 The term "ATM" means an Automated Teller Machine whether owned/operated by the Bank or by any other participating bank/financial institution/concern and part of any network(s) within and/or outside Pakistan shared by the Bank, which accepts Debit Card(s) for Transaction(s).
- 1.9 The term "Check" includes a pay order, bankers draft or any other negotiable instrument as the case may be.
- 1.10 The term "Laws" includes but is not limited to any statute, delegated legislation, circulars, notifications, regulations, directives, decrees of any Federal or Provincial Government and its agencies including the State Bank of Pakistan.
- 1.11 Where the context so admits, words denoting the singular will be deemed to include the plural and vice versa.

2 BANK'S RESPONSIBILITY OR LIABILITY TO ACCOUNT HOLDER

- 2.1 The Funds are payable solely at the branch in which the Account is maintained or at the Bank's discretion in any other branch of Citibank, N.A. in Pakistan and shall be governed by and are subject to the laws for the time being in force in Pakistan.
- 2.2 The Accounts are not insured by the Deposit Protection Scheme (DPS) of the United Kingdom nor by the Federal Deposit Insurance Corporation (FDIC) of the United States of America nor under any other insurance contract outside or within Pakistan.
- 2.3 The Bank shall have no responsibility or liability to the Account Holder for any loss or diminution due to taxes or other levies or charges/cost incurred by the Bank or depreciation in the value of Funds whether due to devaluation or fluctuation in the exchange rate or otherwise or unavailability of Funds whether in the currency of Account or otherwise due including but not limited to:
 - (i) restrictions by the State Bank of Pakistan for the time being to sell or inability of the Bank to purchase foreign exchange necessary to meet the request for withdrawals; or
 - (ii) restrictions on convertibility or transferability; or
 - (iii) expropriation, confiscation, requisition, nationalization, distraint or other action by the Government or regulatory authorities or agencies of the Government of Pakistan affecting all or a substantial portion of the Bank's assets;
 - (iv) moratorium or suspension of payments by banks in Pakistan;
 - (v) exercise of military or usurped powers, acts of war or civil strife or any other cause beyond the Bank's control.Upon the occurrence of any of the above, neither the Bank nor its Head Office, nor any branch, subsidiary or affiliate of the Bank shall be under any obligation to provide Funds or the amount standing to the credit of the Account.
- 2.4 The Bank may place or deposit the Funds with such depository or depositories as it may select.
- 2.5 It is agreed by the Account Holder that the Bank's determination of profit and loss on PLS Saving Account or PLS Time Deposit and interest/return on foreign currency Accounts or foreign currency Time Deposits shall be final and binding on the Account Holder and shall not be questioned or disputed by the Account Holder.

3 MINIMUM DEPOSIT

- 3.1 The balance in the Account shall not at any time be less than the applicable minimum from time to time specified by the Bank. The Account Holder agrees to maintain such minimum balance falling which the Bank may at its discretion close the Account and return the Funds to the Customer subject only to the Bank having given seven days prior written notice to the Customer of its intent to close the Account.

- 3.2 Without prejudice to the Bank's right to close the Account, the Account Holder agrees that a charge, to be determined at the sole discretion of the Bank, may be recovered if Account Holder fails to maintain the minimum balance as required pursuant to any particular category of Account.

4 BANK'S LIEN AND RIGHT OF SET OFF

- 4.1 Notwithstanding any provision to the contrary contained herein, the Bank may at any time without notice to the Account Holder assert a lien/charge on the Funds with regard to any indebtedness owed to the Bank whether matured or unmatured and the Account Holder hereby authorizes the Bank at its discretion and without notice to the Account Holder to consolidate all Accounts in which the Account Holder is beneficially entitled, irrespective of the currency or currencies involved, and set-off the amounts available in any such Account against the liability of a corresponding amount payable by the Account Holder to the Bank in any other Account. If a shortfall or deficiency arises in favor of the Bank, the Account Holder shall be bound to pay the same forthwith upon first demand by the Bank. Any statement of account rendered by the Bank showing such set off shall (except for any manifest errors) be conclusive evidence against the Account Holder.
- 4.2 The Account Holder agrees that in addition to any rights of set-off and any similar express or implied right, the Bank may at any time, as a continuous right without notice or demand, debit the Account with any amount payable by the Account Holder to the Bank, whether such Account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit.

5 COMMUNICATION AND NOTICES

- 5.1 Any notice, demand or other communication, including Statement (as defined below) ("Notice") may be sent to the Account Holder by personal delivery or through courier companies or postal services or through e-mail or any other mode of communication available by way of modern devices/technology at the mailing address/e-mail address given in the Account opening form or such other address as the Account Holder may have notified to the Bank in writing or through telephone. It is the Account Holder's responsibility to ensure that it has provided to the Bank its current address and other details (specified below).
- 5.2 Subject to receipt of written instructions from the Account Holder, Notice may, at the Bank's discretion, also be transmitted by facsimile or electronic mail or short messaging services (SMS) through cellular/mobile phone or through any other means available by way of electronic devices. However, the Account Holder is advised that transmission of unencrypted communication by any means (such as facsimile or email or SMS/telephone call) is not a secure mode of communication or transmission of confidential information and involves the risk of unauthorized access, alteration of data and/or misuse thereof. The Bank would not be liable or responsible, in any manner, for any misuse or any costs or damages to either party due to any errors, delays or problems in transmission or otherwise caused by unencrypted communication. Transmission of Notice using such mode of communication will be solely at the Account Holder's risk.
- 5.3 Subject to receipt of written instructions from the Account Holder, Notice may at the Bank's discretion be retained in the Account Holder's "Hold Mail File" for periodic collection from the Bank's counters by the Account Holder or any authorized signatory to such Account. If any Notice in the Hold Mail File is not collected by the Account Holder or any authorized signatory to such Account, within three months, the Bank shall have the authority to send them to the Account Holder in the manner specified in 5.1 above. However, the Bank shall not be liable in any manner to the Account Holder for delay in collection or non-collection of Notice(s) by the Account Holder.
- 5.4 The Bank shall have the authority to debit and recover from the Account any transmission or hold mail charges payable by the Account Holder as per the applicable Schedule of Charges.
- 5.5 Notice shall be deemed to be duly sent to and received by the Account Holder (i) if sent through courier on the day of delivery; (ii) if sent by post on the 7th day after the envelope containing the Notice, duly stamped, is posted; (iii) if transmitted by facsimile or electronic mail on the date of transmission; (iv) if retained in Hold Mail File on the date of the Notice.
- 5.6 Notice to a joint Account Holder will be deemed to be effective notice to all the other joint Account Holders.

6 ACCOUNT STATEMENTS

- 6.1 The Bank will issue and send to the Account Holder, the statement of account ("Statement") semi-annually or at such intervals as may be directed by the regulators or as the Bank may in its discretion deem fit. Provision of duplicate or additional copies of Statements shall be subject to such charges as may from time to time be specified in the Bank's Schedule of Charges.
- 6.2 The Account Holder agrees that any Statement as may from time to time be issued by the Bank in respect of the Account or transactions pertaining to the Account shall be deemed to be conclusive evidence against the Account Holder of the correctness of the entries for all purposes unless the Account Holder notifies the concerned Branch Manager in writing within a period of two weeks from the date of receipt of such Statement of any mistake, discrepancy or error in the Statement and provides relevant details and supporting documents in relation to such mistake, discrepancy or error. The Account Holder expressly waives its rights to claim contrary to the entries and amounts entered in any Statement unless the Bank has agreed to modify the Statement consequent upon the notification given to the concerned Branch Manager by the Account Holder.
- 6.3 The Bank shall ensure that debit and credit entries are correctly recorded in all Accounts but in case of any error, the Bank shall be entitled to rectify the error without notice to the Account Holder and to recover any amount wrongly paid or credited to the Account together with any accrued interest or profit as amounts due from the Account Holder to the Bank. The Bank shall not be liable for any loss or damage (including any indirect consequential or punitive damages) caused due to such errors.
- 6.4 The Bank may at any time at its discretion also give a new Account number or transfer the Account to another Branch by providing at least seven days prior written notice to the Customer.

7 RESTRICTION ON CREATION OF SECURITY

- 7.1 The Account Holder agrees that without the prior written consent of the Bank, the Funds cannot and shall not in any way be assigned, transferred or encumbered by way of security in favor of a third party; PROVIDED however the Account Holder shall have the right to create a lien over or pledge amounts in the Account in favor of the Bank or any of the Branches to secure any banking facilities or finance provided by the Bank or such Branch to the Account Holder or to any other person at the Account Holder's request.
- 7.2 The Bank shall not be bound by notice of any assignment or transfer or encumbrance by way of security in favor of a third party and the rights if any of the purported assignee, transferee or charge holder shall always be subject to the Bank's right against the Account Holder and subject to the terms of any lien, right of set-off the Bank may have against the Account Holder or any other encumbrance created by the Account Holder in favor of the Bank.

8 DEPOSITS

- 8.1 Receipts for deposits will be validated only by the Bank's machine stamp or authorized signatory and cash deposits will be subject to count. The Account Holder agrees that if the amount indicated

- on the receipt differs from that of the Bank's later cash count, the Bank's cash count shall be final and conclusive evidence as to the amount deposited.
- 8.2 All checks, bills of exchange and other negotiable instruments, or other instruments which are deposited in the Account, will be received by the Bank solely in its capacity as the Account Holder's collecting agent and the Bank assumes no responsibility for realization of items deposited in the Account for collection. The Account Holder agrees to completely indemnify the Bank for any loss or damage sustained as a consequence of the Bank acting as its collecting agent. If an instrument deposited in the Account is returned dishonored, the same may be sent to the Account Holder at its mailing address.
- 8.3 Deposits created with the proceeds of such instruments will be credited upon realization. The Account Holder shall not have the right to draw against any uncleared instrument though credited and the Bank shall have the right to debit the Account if the proceeds are not realized.
- 8.4 The Account Holder assumes full responsibility and warrants the genuineness, correctness and validity of all endorsements appearing on all checks, bills of exchange and other negotiable instruments deposited in the Account and agrees to make arrangements with the Bank for the confirmation of any prior endorsements on such instruments.
- 8.5 The Bank may refuse to accept for collection checks drawn to the order of third parties.

9 WITHDRAWALS

- 9.1 Checks and other payment instructions will only be honored if signed as per the specimen signatures provided by the Account Holder. Any alteration to a check or payment instruction must be endorsed by the Account Holder's full signature. The Bank reserves the right to return unpaid any check and not comply with any instructions which would cause the Account to go overdrawn, unless prior arrangement is made by the Account Holder with the Bank.
- 9.2 The Bank shall not be liable to accept any requests for stopping payment of checks drawn by the Account Holder unless the same is provided in writing and duly signed by the Account Holder. No such notice shall be binding on the Bank until it shall have been received by the Bank and sufficient time should have elapsed to permit the Bank to notify such of its offices or branches as is necessary and appropriate. The Bank shall not in any event be liable if contrary to the stop payment instructions received by it; such checks are paid in the ordinary course of business.
- 9.3 The Account Holder agrees that the Bank shall only be liable to make payment of any amount due to the Account Holder from the Bank from time to time in the currency of Account and at the branch where the Account is maintained. The Bank reserves the right at any time to reject, in its sole discretion, any check or other negotiable instrument presented for payment or clearance at any non-Account Holder branch of the Bank.
- 9.4 The Bank shall not be liable, in any manner whatsoever, for payment made by the Bank, with respect to a check, which may have been forged.
- 9.5 Paid checks may be retained by the Bank for a period of three years, however, any request by the Account Holder for return of the paid check or a copy thereof must be made not later than six months prior to the expiry of the three years retention period.
- 9.6 The Account Holder shall be solely responsible for safe custody of checkbook(s) and Debit Card(s). The Account Holder undertakes to notify the Bank forthwith in writing in the event that any checkbook issued by the Bank, or any of the checks contained therein, are lost, destroyed or stolen and shall be responsible for any damage and loss arising due to negligence of the Account Holder for security of the checkbook and/or Debit Card.

10 CLOSURE OF ACCOUNT

- 10.1 The Account Holder may close the Account by giving a written notice to the Bank seven days in advance. In the case of Joint Account, written notice is required from all Account Holders authorized to operate the Account. If one of the Account Holders of a joint and several Account dies, the survivors may (in the absence of any written instructions to the contrary) withdraw any balance in such Account.
- 10.2 The Bank may without assigning any reason at any time in its discretion terminate its banking relationship with the Account Holder by giving seven days written notice and thereafter discharge its entire liability with respect to the Account by mailing to the Account Holder at the mailing address given in the Account opening form or to such other address as the Account Holder may notify to the Bank in writing, a draft or manager's check representing the amount of the then credit balance in the Account deducting therefrom the amount of any outstanding owing to the Bank by the Account Holder. Such draft or manager's check will be payable to the Account Holder. It is the Account Holder's responsibility to ensure that it has provided to the Bank its current contact details. The Bank also reserves the right to terminate any other banking facility or services provided to the Account Holder.
- 10.3 The Bank may take action to close the Account immediately in circumstances such as where the Bank reasonably believes that the Account Holder has given false information at any time or the Account is being used illegally or for fictitious transactions or the Account Holder is in breach of these Terms and Conditions or it is inappropriate for the person authorized to give instructions to operate the Account.
- 10.4 On closure of the Account for any reason, the Account Holder shall have the obligation to return to the Bank the Debit Card, unused checks, and any Credit Card or any other card issued to the Account Holder or confirm to the Bank in writing that his Debit Card, all unused checks, and Credit Cards have been destroyed by the Account Holder. The Account Holder shall remain responsible to pay all amounts due to the Bank on account of having availed any banking services or facilities and following a closure of the Account, shall refrain from using Debit Card, unused check or any Credit Card or any banking services or facilities without the Bank's prior written consent.

11 INDEMNITY

- 11.1 The Account Holder hereby agrees to indemnify and keep the Bank and its respective directors, officers, employees, representatives, contractors and agents fully indemnified and harmless against any loss, damage, claim, demand, cost, charges and expenses incurred by the Bank (including any loss or expense suffered by the Bank in liquidating the Funds) in respect of the Account by virtue of:
- having executed any instruction or order received through a regulatory body (within or outside Pakistan) of which it is a member or whose rules and provisions apply to the Bank;
 - any action taken by the Bank in reliance upon the Account Holder's written or oral instructions to stop payment, hold mail, issue and mail check books on automatic basis and/or to act upon any other instructions, including facsimile or sent electronically in whatsoever manner or standing instructions, issued by the Account Holder to the Bank from time to time.
- 11.2 The Account Holder hereby authorizes the Bank to debit the Account or any other bank accounts of the Account Holder with Citibank, N.A. with the amount of any or all claims, losses, damages, costs, charges, expenses or other amounts, which the Bank may incur or suffer as above, referred.
- 11.3 The Account Holder will not hold the Bank liable nor make any claim against it if any of the instructions

of the Account Holder, as above referred, are not complied with, or any delay takes place in complying with the same, for any reason whatsoever.

- 11.4 The Bank is authorized by the Account Holder to make use of any correspondent, sub-agent or other agent in relation to the services provided to the Account Holder at the Account Holder's risk and costs.

12 CONFIDENTIALITY

- 12.1 The Bank respects the Account Holder's legitimate needs of privacy and its policy is and will continue to be to hold in confidence information about the Account and the Account Holder. However in certain circumstances, the Account Holder agrees that the Bank may give out or disclose information about the Account and the Account Holder and its use to any third party in case of, amongst others, the following circumstances:
- The Bank is required to do so by any court order or similar process;
 - The Bank decides in its sole discretion that it should do so in connection with unusual or suspicious transactions or suspected money laundering or other serious crime;
 - Disclosure is required by law, regulation or code of conduct or is made in response to any enquiry from a government (or any of its agencies) or regulatory body which has jurisdiction over the Bank;
 - The Bank is required or permitted to do so under the law or rules of any regulatory body (within or outside Pakistan) of which it is a member or whose rules or provisions apply to the Bank.
- 12.2 The Bank may also give out or disclose such details of the Account Holder's relationship with the Bank to Citigroup, Citibank, N.A., their branches, subsidiaries and affiliates and anyone who succeeds them or to whom they assign their rights ("Citigroup") in compliance with the Bank's internal policies. The Bank may also disclose/provide such details to Citigroup or third parties where it is reasonably necessary to do so for processing the Account Holder's dealings/transactions with the Bank or them or to enable them to offer their products or services to the Account Holder. The Account Holder understands that this information may then become subject to disclosure under the laws of other states and countries.
- 12.3 The Account Holder understands that information/data relating to the transactions made by him/her may be transmitted, communicated, collected, processed and/or stored electronically in the computer systems/devices of the participating banks/financial institutions and processors in the network to enable the transactions. Any transactions made electronically, including but not limited to, use of ATM and transactions made on Citibank Online shall constitute the Account Holder's consent (a) to collection, storage, communication and processing of identifying and Account balance information by any means necessary for the Bank to maintain appropriate transaction and records related thereto, (b) to releasing/sharing and transmitting to the participating banks/financial institutions and processors in the network, of details of the Account and transaction information and other data necessary to enable the electronic transaction, (c) to the retention of such information and data by the such participants and processors in the network and (d) to the compliance by the said participants and processors in the network with laws and regulations governing disclosure of information to which such participants and processors are subject.
- 12.4 The Bank or its agents may retain copies of records concerning the Account in paper, electronic or any other form that the Bank may decide and at such locations as it may choose.
- 12.5 The Account Holder shall indemnify and keep the Bank indemnified against all consequences that may arise due to such aforesaid disclosures.
- 12.6 The Account Holder agrees and understands that the Bank has the right to make inquiry or reference pertaining to the Account Holder from third parties.

13 CHANGING THE TERMS OF THE AGREEMENT

- 13.1 The Bank may from time to time and at any time revise or change the terms of the agreement including any Services at any time by advertising in the press or putting messages on the Statement or by written notice to the Account Holder. Changes in the terms of the agreement are generally caused by market conditions, changes in the cost of maintaining the Account or providing a Service, changes in law, or legal, regulatory or other requirements (including Citigroup/Citibank policies) affecting the Bank otherwise and shall be effective from the date specified by the Bank.

14 MISCELLANEOUS

- 14.1 The Account Holder further agrees that if an Account at any time becomes overdrawn, the amount so overdrawn shall be deemed to be "Finance" as defined in the Financial Institutions (Recovery of Finances) Ordinance, 2001 and/or any other applicable enactment from time to time and the Account Holder agrees to pay to the Bank the overdraw amount along with such markup as would have been payable by the Account Holder had such Finance been provided by the Bank to the Account Holder. Alternatively, the Bank may at its discretion recover cost of funds (as notified by the State Bank of Pakistan) or a service charge as may be specified by the Bank from time to time.
- 14.2 Stamp duties, government levies, financing fees and other charges related to deposits or withdrawals from the Account or any other banking transaction or Services provided by the Bank will be paid by the Account Holder. Furthermore, the Bank may from time to time also debit the Account for any other taxes or duties levied or imposed in relation to the Account or any banking facility or Finance provided by the Bank to the Account Holder.
- 14.3 The Account Holder authorizes the Bank to debit from the Account, without notice to the Account Holder, the full amount of any costs, charges, expenses, duties, taxes, levies and/or paid by the Bank in respect of any transaction or relationship pertaining to the Account Holder.
- 14.4 The Account Holder agrees that the Account shall not be used for business transactions unless the relevant documents have been submitted to the Bank evidencing the Account Holder's business or source of the funds to be deposited/withdrawn from the Account.
- 14.5 In the event that any one or more of the provisions set out herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.
- 14.6 These Terms and Conditions shall be binding upon and inure to the benefit of and be enforceable by the Bank, and the Account Holder and his/her successors, executors administrators shall not assign or transfer any of its rights and/or obligations hereunder without prior written consent of the Bank. The Bank may be entitled to assign all or any rights and/or obligations to any other person/entity without permission of the Account Holder.
- 14.7 The Bank may disclose to a potential assignee or transferee or to any other person who may propose entering into contractual relations with the Bank in relation to these Terms and Conditions such information about the Account Holder as the Bank shall consider appropriate.
- 14.8 No failure or delay on the part of the Bank to exercise any power or remedy under these Terms and Conditions shall operate as waiver thereof unless given in writing nor a partial exercise by the Bank of any power, right or remedy preclude any other or further exercise thereof or the exercise of any

other power or right or remedy. The remedies provided in these Terms and Conditions are cumulative and are not exclusive of any remedies provided by law within and/or outside Pakistan.

- 14.9 The Account Holder agrees to follow and comply with instructions of the Bank as given from time to time and the Account Holder further agrees to provide such documents as the Bank may require.

Additional Terms and Conditions

A RETURN ON PLS ACCOUNTS

- The PLS Account is maintained on profit and loss sharing basis subject to applicable regulations of the State Bank of Pakistan.
- The profit on PLS Account is declared and paid in Rupees at periodic frequencies determined by the Bank in accordance with applicable directives of the State Bank of Pakistan.
- The rate and amount of profit determined by the Bank from time to time shall be final and binding on and (except for any manifest error) shall not be disputed or questioned by the Account Holder.
- Nonprofit or return is payable on current accounts.

B PLS TIME DEPOSIT

- PLS Time Deposits are maintained on profit and loss sharing basis, subject to these Terms and Conditions. The Bank reserves the right to change the rate of return by prior written notice to the Account Holder and such changed rate of return shall be binding upon the Account Holder from the effective date stipulated in such written notice.
- Profit is announced by the Bank on a semi-annual basis. Profit on deposits withdrawn on or before June 30 or December 31 shall be paid after determination of the profit or loss for the relevant semi-annual period.
- Profit on PLS Time Deposits unless renewed will cease to accrue on maturity.
- Subject to the above, the principal amount of PLS Time Deposit and any profit accrued thereon will be available upon maturity or expiry of the applicable period of notice received from the Account Holder.
- Certificate of Deposits are non-transferable and non-negotiable and the principal amount of PLS Time Deposit or any profit accrued thereon cannot be withdrawn whether in whole or in part unless the Certificate is returned duly discharged. Early encashment of a Certificate of Deposit or a time deposit will be subject to a reduced rate of return and other charges and associated costs as determined by the Bank in accordance with the Terms and Conditions on which the PLS Time Deposit is accepted.
- At the time of renewal of PLS Time Deposits on the written instructions from the Account Holder, the same Deposit along with accrued profit/interest, as the case may be, shall be booked for a similar period for which the Deposit was made, unless the Bank is refrained by any legal, regulatory or governing body. Renewal shall be at the then prevailing rate of return as indicated by the Bank for deposits of like amount and tenor.

C FOREIGN CURRENCY ACCOUNTS AND TIME DEPOSITS

- Foreign Currency Accounts and Time Deposits may be opened and maintained in US Dollars, Pound Sterling, Euros, Japanese Yen and such other currency as the Bank shall determine subject to the laws and regulations of the State Bank of Pakistan in force from time to time.
- Interest on Foreign Currency Account and Time Deposit will be paid at periodic intervals and at such rate as is determined by the Bank from time to time. No interest will be paid on any current account balance.
- Foreign Currency Accounts are subject to applicable exchange control regulations (as modified from time to time). Under existing exchange control regulations foreign exchange generated from the following sources cannot be credited in foreign currency accounts:
 - any foreign exchange borrowed under any general permission given by the State Bank of Pakistan unless otherwise permitted
 - any payment from abroad for goods exported from Pakistan
 - proceeds of securities issued or sold to non-residents
 - any payment received for services rendered in or from Pakistan
 - earnings or profits of overseas offices or branches of Pakistani firms and companies including banks, investments of resident Pakistanis abroad, and
 - any foreign exchange purchased from an authorized dealer in Pakistan for any purpose.
- Corporate/legal entities are restricted from generating funds from the kerb markets for deposit in their Foreign Currency Accounts.
- The Account Holder hereby agrees to indemnify and hold the Bank and its respective directors, officers, employees, representatives and agents fully indemnified and harmless against any loss, damage, claim, demand, cost, charges and expenses incurred directly or indirectly owing to breach by the Account Holder of applicable exchange control regulations.

D JOINT ACCOUNT

- If the Account is opened jointly in the names of two or more persons, the balance to the credit thereof at any time shall belong to the Account Holders and each Account Holder or the surviving Account Holder shall be jointly and severally liable for all liabilities incurred on or in connection with the Account.
- Where joint Accounts are operated with a single signing authority, oral instructions from any one of the Account Holders may be accepted at the Bank's discretion and will be binding on all Account Holders. If the joint Account is operated with joint signing authority, oral instructions will not be accepted. If prior to acting on instructions received from one signatory where the Account is operated with single signing authority, the Bank receives contradictory instructions from another signatory, the Bank shall immediately thereafter only act on the mandate of all signatories to the Account.
- Each Account Holder hereby authorizes and empowers the other of them to endorse and deposit for credit to the Account any and all checks, drafts, notes or other instruments payable or purporting to belong to one or more Account Holders and should any such instrument be received by the Bank without being so endorsed, the Bank is authorized in the absence of contrary instructions, to endorse the same on their behalf and deposit the same to the credit of the Account and to issue to the Bank stop payment instructions with respect to any check which may be drawn by them against the Account.
- The Bank is authorized to treat all the Account Holders as being alive and may continue to act from time to time in reliance upon any signing authority conveyed to the Bank, until the Bank shall have received from the surviving Account Holders, death certificate issued by a competent public functionary or written notice from and on behalf of the surviving Account Holders certifying that the signing authority of the deceased has been terminated or revoked by operation of law.

In the event of the death of any of the Account Holders, the Bank shall treat the balance amount outstanding as being the property of the surviving Account Holders.

- In the case of Joint Account, the Bank will in the absence of any contrary instructions normally contact only the Joint Account Holder named first. The first named Account Holder is responsible for passing information to the other Account Holders.
- The Bank will not issue Debit Card and/or ATM facility will be provided to the joint Account Holders maintaining and operating the Account jointly.

E CITIGOLD MEMBERSHIP

- The Bank may at its discretion grant, vary, withdraw or terminate Citigold Membership, without prior notice and/or without assigning any reason.
- The Citigold Debit Card remains the property of the Bank at all times and must be returned immediately upon request.
- The applicable charges for Citigold Membership will be as specified in the Bank's Schedule of Charges and will be debited from the Account, which in the case of Foreign Currency Accounts will be at the prevailing conversion rate.
- However, in the event of the Account Holder maintaining the balance requirement specified by the Bank from time to time, then the Bank may at its sole discretion waive the applicable charges as per the Bank's Schedule of Charges.
- In case the monthly average balance falls below the requirement specified by the Bank from time to time, then the Bank shall continue to provide Citigold membership for a specified period at the applicable charges as per the Schedule of Charges.

F ACCOUNTS OF COMPANIES/PARTNERSHIPS/INCORPORATED AND UN INCORPORATED ASSOCIATIONS ("Principals" which term shall include each authorized signatory and each partner, trustee or other persons in similar position).

- The Principals covenant and warrant that they have the requisite power(s) and authority(ies) to open operate and maintain the Account and shall be jointly and severally liable to discharge all obligations and liabilities to the Bank.
- The Principals agree that any and all funds belonging, or purporting to belong, to any of them which may come into the Bank's possession may be in the absence of any instructions in writing to the contrary be deposited to the credit of such Account.
- In case the Account is overdrawn, the Principals shall be liable and in the case of partnership or other associations whether incorporated or unincorporated each authorized signatory shall be jointly and severally liable to pay markup or service charge as specified by the Bank from time to time on the overdrawn amount. The Bank shall be entitled to demand immediate repayment of the overdrawn amount together with accrued service charge/markup by giving three days' written notice to the Principal. In the event of failure to comply with the notice, the Bank shall without prejudice to any other rights and remedies available to the Bank be entitled to receive liquidated damages of a sum equivalent to 20% of the amount overdrawn including service charge/markup.
- The Principal agree, unless permitted by the State Bank of Pakistan by a general or special exemption, not to deposit in the Account foreign exchange whether released from Pakistan or earnings on account of services performed in Pakistan or on account of our overseas offices/branches, if any and subject to other restrictions as imposed by the State Bank of Pakistan from time to time.

G STANDING INSTRUCTIONS

- Upon the Account Holder's sole cost and risk, the Bank may accept standing instructions given, including not limited to, verbally or in writing, through facsimile or electronically by use of modern devices such as computers, cellular phone from the customer for transfer of specified funds from an Account to any account of a designated beneficiary at periodic intervals (the "Standing Instruction").
- Standing Instructions shall be subject to the condition that neither the Bank nor its Head Office or subsidiaries or affiliates, nor other branches of the Bank, nor any of its officers or employees, shall be liable for any losses, damages, direct or consequential, arising out of any failure to comply or delay in complying with any Standing Instructions, except to the extent the Bank is held liable by a court of competent jurisdiction for any direct losses arising from gross negligence or willful default on the part of Bank.

H FUNDS TRANSFER

In consideration of the Bank accepting from the Account Holder funds transfer instructions on the standard form of the Bank delivered at the counters or through untested telex or facsimile transmission or through internet or conveyed orally through Citibank Banking Services ("Instructions"), the Customer hereby agrees that the following Terms & Conditions shall apply, in addition to the General Terms and Conditions, to all Instructions received by the Bank:

- The Bank shall have absolute discretion whether or not to accept, rely or act upon an instruction and shall have the right but not an obligation to request verification of any such instructions by any method the Bank deems appropriate.
- The Bank may record the conversation of any confirmatory telephone calls as is deemed appropriate by the Bank and such recorded conversation may be adduced as evidence, if required, in accordance with the applicable laws. The Bank may also refuse to transfer funds if the confirming person is not an authorized signatory of the Account.
- Transfer of any Funds from the Account, in either local or foreign currency as stated in the Instruction, shall be subject to all laws, regulations, decrees, administrative rules and orders of the Government of Pakistan or the State Bank of Pakistan now or hereafter affecting the same. It is understood that the Account Holder shall indemnify and hold the Bank harmless from any loss that the Bank may suffer or incur in connection with the Instructions by reason of any such laws, decrees, administrative rules and orders or for losses resulting from fraudulent, duplicate, or erroneous manually initiated Funds Transfer Instructions originated or purporting to have been originated from the Account Holder.
- The Account Holder shall comply with all relevant exchange control regulations. The Bank shall not be liable for and shall be indemnified by the Account Holder in respect of any loss or damage caused by any act or omission which contravenes or is likely to contravene any of the provisions of the Foreign Exchange Regulation Act, 1947 or of any rule direction or order made thereunder. Unless it is otherwise expressly agreed in writing, the Bank may at its discretion, convert into foreign value the funds, received from the Account Holder 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.
- Encashment of draft or payment of the transferred fund will also be subject to any rules and regulations of the country where the draft is to be encashed or payment is to be made. The liability of the Bank with respect to the encashment of the draft or payment of the transferred fund shall not exceed in any case the extent to which payment may be allowed in the currency in which the draft is drawn or transferred funds are to be paid or further the Bank nor the Head Office nor other branches of the Bank nor its correspondents or agents shall be liable for any delay or loss caused by any act or order of any Government or Government Agency or as a result or consequence of any other cause whatsoever.
- Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country at the Bank's selling rate subject to Bank's charges. The timing of such debit and credit depend on the currency involved. Bank's statement in writing that it has effected such conversion shall be conclusive.

- (g) Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country at the buying rate of the Bank's correspondent or agent subject to any charges of such correspondent or agent in connection therewith.
- (h) The Bank may take its customary steps for issuance of drafts for remittance. The Bank shall be free on behalf of the Account Holder to make use of any correspondent, sub-agent or other agency but in no case will the Bank or the Head Office or other branches of the Bank or any of its correspondents or agents be liable for mutilations, interruptions, omissions, errors or delays due to any cause. The Bank may send any message in explicit language, code or cipher.

I FAX FUNDS TRANSFERS (FFT) AND INDEMNITY

In consideration of the Bank acting on the instructions, confirmation, advices and other directives, communications and authorisations (the "Instructions") to the Bank in respect of operation of the Customer's account(s) maintained with the Bank and specified in the Account Opening Form to be the fax funds transfer account(s) (the "FFT Account(s)"), in accordance with the procedures set out herein (the "Procedure"), the Customer hereby authorises the Bank.

- (a) To act in compliance with the Procedure upon each instruction sent to the Bank via fax/facsimile machine, courier, mail or other insecure lines (the "insecure line"), by the Customer, or its designated Signatory(ies) (the "Signatory(ies)") whose names are recorded with the Bank at the time of the opening of account(s), and/or as advised by the Customer from time to time with Bank's permission; and
- (b) To debit or credit, as the case may be, the FFT Account(s) of the Customer pursuant to such Instruction.

These Procedure(s) shall only be applicable to the FFT Account(s) and the Customer agrees that all such instructions transmitted and or set by him/her shall be commercially practicable failing which the Bank reserves the right to decline to implement/follow any of such Instructions without incurring any liability in that connection. The Customer hereby confirms, represents, agrees and warrants that:

- i. it is fully authorized in this behalf by the resolution of its board of directors;
- ii. it is fully aware of the risks associated with transmitting Instructions to the Bank via insecure lines/mode of communication which are unsafe and unreliable mediums to transmit Instructions.
- iii. the Procedures are not in conflict with or contravene Customer's charter, by-laws and any other applicable regulations.
- iv. any instruction bearing a facsimile signature of any Signatory having reasonable resemblance to the sample signature as provided on the signature card of the FFT Account is authentic, genuine, accurate and complete reproduction of the original, duly executed document and the Bank is, accordingly, authorized to accept the authenticity, genuineness, accuracy and completeness and due execution of any such instruction.
- v. the Bank, as it acts in compliance with these Instructions and Procedures, shall have no further duty to verify the identity or authority of the person giving or confirming the Instructions, or the contents thereof, provided, however that the Bank, in its sole discretion, shall have the right to refuse at any time the execution of any instruction. Without prejudice to the foregoing, the Bank may be entitled to require confirmation and confirmation from the Customer to prove the authenticity of any facsimile instruction, which the Bank deems necessary and shall not be liable for the delay in executing Instructions which results.
- vi. the Customer shall be bound by and responsible for any Instruction(s), originating from the Customer or any Signatory(ies), or purporting on their face to so originate, the accepted by the Bank in compliance with these Instructions and Procedures.
- vii. the Customer hereby agrees that he/she shall not have any claims against the Bank that may arise at any time, from or in connection with the Bank's acts and/or omissions under or related to these Procedures and indemnifies and holds the Bank harmless (and undertakes to keep the Bank indemnified at all future time) from and against any and all claims, losses, expenses (including without limitation, legal fees and allocable cost of in-house counsel) and liabilities of any nature (direct or indirect) suffered by the Bank as a result of any acts or omissions, excepting any gross negligence or willful misconduct by the Bank resulting from or related to accepting and/or executing Instructions in pursuance of these Procedure(s).

The following information shall be stipulated in the manner set out in the Account Opening Form, at the time of Agreement (i) the beneficiary(ies) to whom or to whose account the funds are instructed to be transferred, herein referred to as the "beneficiary(ies)"; (ii) the Customer's designated fax numbers/lines, bearing the only agreed numbers/lines through which the faxed Instructions are intended to be received by the Bank, herein referred to as the "Customer's default fax numbers/lines" (which may be changed (added, deleted or replaced) only by an additional written authorisation signed by duly authorised Signatory(ies) of the Customer and acknowledged by the Bank); and (iii) the Bank's designated fax numbers/lines ("Citibank's Fax Lines"), being the only specified numbers/lines through which the Bank shall receive the Customer's Instructions.

The Bank or the Customer may terminate the operation of these authorisations pursuant to the Instruction upon ten days prior written notice to the other. The Bank shall, however, be entitled to terminate to operate any of such authorisations pursuant to the Instruction immediately, without advance notice, if it determines that the Customer is in breach of any of the relevant provisions hereof or without cause. Such termination shall not affect the Bank's rights or the Customer's obligations with respect to any Instructions transmitted prior to the termination.

The Customer hereby undertakes to deliver to the Bank the original copy of the written instruction(s) within a period of three days (ten days in case the Customer is based outside Pakistan) of receipt of the faxed instructions duly acknowledged by the Bank. In the event the Customer fails to do so, the Bank shall have full authority to block all transactions (and all amounts relating thereto) from the accounts of the Customer(s) until such original copy(ies) of the Instructions are received by the Bank.

The Bank shall have the right but not an obligation, to confirm the contents of the Customer's Instructions by a confirmatory telephone call. The Customer hereby also agrees and authorises the Bank to record the conversation of such confirmatory telephone calls as is deemed appropriate by the Bank, solely for the purposes of manually initiated Funds Transfer Instructions and such recorded conversation may be adduced as evidence, if required, in accordance with the applicable laws. The Bank reserves the right to refuse to execute any of the Instructions if there is a failure or denial on the part of the Customer to confirm its instructions in the aforesaid manner. The Bank may also refuse to transfer funds if the confirming person is not the signatory of the Customer's FFT Account(s) maintained with the Bank.

J CITI PHONE BANKING SERVICES

In consideration of the Bank's acceptance of oral instructions from the Account Holder over the telephone in connection with such facilities as may from time to time form part of the CitiPhone Banking Services, the Account Holder agrees and undertakes as follows, in addition to the General Terms and Conditions:

- (a) The Account Holder will not deny the veracity of any such oral instructions. Furthermore, the Account Holder agrees not to make any claim against the Bank as a consequence or in respect

of, the provision by the Bank to the Account Holder of any CitiPhone Banking Services, and not to use, or allow any third party to use, any CitiPhone Banking Services for any fraudulent or unlawful purpose.

- (b) Any oral instructions given by the Account Holder to CitiPhone Banking Services may simultaneously be monitored and tape recorded by the Bank and that such tape recording shall be conclusive proof and the same may be adduced by the Bank as evidence in any court of law or relevant tribunal or other proceedings of whatsoever nature or in resolving any dispute between the Bank and the Account Holder.
- (c) Compliance with oral instructions shall be subject to the internal policies of Citibank, which may change from time to time and the Bank may ignore, or suspend action on, any oral instructions received from the Account Holder if the Bank in its absolute discretion, deems it appropriate in the best interests of the Account Holder to do so.
- (d) To indemnify and hold harmless the Bank from and against all liabilities, losses, actions, proceedings, claims, costs, damages and expenses which may be incurred or suffered or made against the Bank as a consequence of, or in respect of, the provision by the Bank to the Account Holder of any CitiPhone Banking Services on terms herein contained. The Account Holder further agrees that the Bank may debit any of the Account, held by the Account Holder with the Bank, for all costs, charges, expenses or other amounts, which the Bank may incur as a consequence of, or in respect of, the provision by the Bank to the Account Holder of any CitiPhone Banking Services.
- (e) All Accounts opened by the Account Holder and transaction undertaken by using the CitiPhone Banking Services shall be governed by the Terms & Conditions applicable to such Account and that the Telephone Personal Identification Number shall be kept confidential by the Account Holder and the Account Holder shall not share the same with any other person. The Account Holder shall be liable for any misuse of the same and agrees to indemnify the Bank against all consequences of such misuse.

K Debit Card Agreement

1 DEFINITIONS

- 1.1 Account(s) means any account maintained by the Account Holder/Cardholder including notice deposits, whether current and/or saving, time deposits, account(s) maintained by the Account Holder(s) to service his/her financing facilities/loans from the Bank and all other accounts including credit card accounts and sub-accounts that may be opened and maintained from time to time by the Account Holder/Cardholder whether or not such Account(s) are linked with the Debit Card.
- 1.2 Account Holder means the natural person(s), legal entity(ies) including company, partnership firm, society and trust maintaining the Account(s) with the Bank either singly and/or jointly.
- 1.3 Application/Instruction means any request, instruction or application made by the Account Holder for issuance of Debit Card and/or to avail any facility(ies)/service(s) offered by the Bank in relation to the Debit Card and such application/instructions may be made through, including but not limited to, by signing and submission of account opening/deposit form, submission of Debit Card application on the format as prescribed by the Bank, facsimile message, telephone call, e-mail, electronic message sent via cellular telephone, verbal instruction and/or any other means of communication as the case may be.
- 1.4 ATM means an Automated Teller Machine whether owned/operated by the Bank or by any other participating bank/financial institution/concern and part of any network(s) within and/or outside Pakistan shared by the Bank, which accepts Debit Card for Transaction(s).
- 1.5 Bank means Citibank, N. A. Pakistan.
- 1.6 Branch means the branch of the Bank where the Account Holder is maintaining the Account(s).
- 1.7 Cardholder means a single and/or joint Accountholder and to whom the Debit Card is validly issued by the Bank and shall also include every Cardholder holding Supplementary Debit Card, if any.
- 1.8 CitiBank Online means internet banking services/facilities offered by the Bank from time to time and availing of such banking services/facilities by the Cardholder by use of his/her Debit Card/PIN.
- 1.9 Debit Card means the ATM Card or ATM/Debit VISA Card validly issued by the Bank to the Account Holder to enable such holder to operate the Account through an ATM to effect Transaction(s) by electronic means at an ATM and/or to conduct Transaction(s) at Merchants for purchase of goods/services/benefits and/or any other card as may be issued by the Bank in relation to the Account or otherwise. The term Debit Card shall also include and refer to Supplementary card(s) as issued by the Bank and shall include a blue or gold or platinum Debit Card as the case may be.
- 1.10 CitiPhone Banking means banking services/facilities made available by the Bank from time to time through its call center and the Cardholder may avail such services by telephoning the Bank's call center by using his/her Debit Card/PIN.
- 1.11 Merchant means any person/entity engaged in sale and supplying of goods and/or services and/or other benefits and such persons/entities accepts the Debit Card for payment of the price of such goods/services/benefits or Cardholder uses the Debit Card as a means of payment to the merchant for execution of the Transaction.
- 1.12 PIN means a confidential Personal Identification Number selected by the Cardholder and issued by the Bank to the Cardholder in relation to use of Debit Card.
- 1.13 Schedule of Charges means schedule of charges issued by the Bank from time to time and/or any change/amendment thereto containing charges, fees and costs which the Cardholder/Account Holder shall be liable to pay for availing facilities/services in relation to Debit Card.
- 1.14 Transaction means credit/debit of funds into the Account by use of Debit Card at ATM and/or transfer of funds to designated accounts and/or availing other facility(ies)/services as made available by the Bank from time to time to Cardholder and/or purchase of goods/services from the Merchants by utilizing Debit Card or PIN and/or any payment made to any Merchant for any goods, services and other benefits (whether or not utilized by the Cardholder) by or through the use of the Debit Card or use of the PIN or in any other manner by the Cardholder or cash advance obtained or any amount debited from the Account by use of Debit Card through including but not limited to an ATM/Merchant through CitiBank Online, CitiPhone Banking, mail, telephone or facsimile, email, electronic message or through any other means of communication, order or reservation, authorized by the Cardholder or purported to have been authorized, regardless of whether a sales slip or other voucher or form is signed by the Cardholder.
- 1.15 VISA means VISA Association providing support for issuance, network facilities for use and acceptance and interchange settlement of Transactions and related matters pertaining to Debit Cards.
- 1.16 VISA Rules means the by-laws, rules, procedures and regulations, as amended from time to time, of VISA as applicable to Debit Card and use thereof at the Merchants/ATMs.

2 APPLICABLE TERMS & CONDITIONS

2.1 In consideration of the Bank issuing Debit Card, the Account Holder/Cardholder agrees to be bound by these Terms & Conditions as stated in this Debit Card Agreement which are in addition to the General Terms & Conditions, VISA Rules and any other agreement/Terms & Conditions which may be applicable and binding on the Account Holder/Cardholder.

3 ISSUANCE & DELIVERY OF DEBIT CARD

3.1 On Application/Instruction of the Account Holder, the Bank may, in its discretion, issue Debit Card to the Account Holder. In this regard the account opening form/deposit application form submitted by the Account Holder shall be considered the Account Holder's Application/request for issuance of Debit Card. The Debit Card shall at all times remain the property of the Bank. The Cardholder acknowledges that the Bank may, without incurring any liability whatsoever, withdraw the Debit Card at any time with prior notice to the Cardholder or refuse to re-issue or renew the Debit Card or suspend the use of the Debit Card for any period of time or in any area or country in all cases without being under an obligation to assign any reason for taking such action. Upon any such action by the Bank, the Cardholder shall with immediate effect refrain from using the Debit Card for Transactions or access any of the services offered by the Bank from time to time and immediately return the Debit Card cut into two halves to the Branch of the Bank where the Account is held. The Bank shall have the right to cancel immediately the Debit Card in the event that the Account is closed or the Cardholder dies (subject to written notification submitted with requisite documents) or becomes incapacitated otherwise to maintain the Account(s).

3.2 Upon request of the Cardholder, Supplementary Debit Card shall be assigned such limit as requested by the Cardholder. The Bank shall decide the number of Supplementary Debit Cards to be issued against the Account.

3.3 The Debit Card shall be issued for the exclusive use of the Cardholder and is not transferable and no person other than the Cardholder is permitted to use the Debit Card for Transactions or Debit Card cannot be pledged or charged as security by the Cardholder in any manner whatsoever.

3.4 The Bank may issue blue or gold or platinum Debit Card as per the balance funds maintained in the Account and the Bank from time to time shall determine limits of balance funds for the Account Holder's/Cardholder's entitlement for blue or gold or platinum Debit Card. In case the Cardholder is not maintaining minimum funds balance in the Account requisite for a particular Debit Card in that event such Debit Card shall be changed and the Cardholder shall be issued with a Debit Card matching to the balance funds in the Account.

3.5 The Cardholder agrees that his/her request through CiHiPhone Banking for activation of Debit Card/issuance of PIN, which has been replaced with ATM Card issued earlier by the Bank shall be considered as Cardholder's acceptance of the Terms & Conditions given in this Agreement.

3.6 Upon the Bank's acceptance of the Account Holder's/Cardholder's Application and subsequent issuance of Debit Card, under the Terms & Conditions hereunder, Debit Card may be collected by the Cardholder in person or sent by courier to the Cardholder's mailing address as per the records of the Bank. In the event of the Debit Card being sent by courier, the same shall be at the sole risk of the Cardholder. All renewed and replaced Debit Card(s) thereafter will be sent by courier to the Cardholder's last known mailing address, at the sole risk of the Cardholder.

3.7 On receipt of Debit Card, the Cardholder, and as applicable, the Supplementary Cardholder(s) shall immediately sign on the signature space on the Debit Card and his or her retention or use of the Card, shall be deemed as confirmation of the Cardholder's acceptance of Debit Card and as applicable, Supplementary Cardholder(s) agreement to these Terms & Conditions of this agreement.

3.8 For the purpose of commencing any use of Debit Card/Transaction, or in order to activate the use of Debit Card, the Bank may in its sole discretion require the Cardholder upon receiving the Debit Card to communicate agreement for the use of Debit Card by telephone or in such other manner as the Bank may specify.

3.9 The Cardholder agrees to ensure that each Supplementary Cardholder reads and understands the Terms & Conditions and Schedule of Charges and amendments thereto made from time to time as Cardholder is liable for the use of the Supplementary Debit Card by the Supplementary Cardholder and the charges arising thereby on Account.

4 PIN

4.1 The Cardholder shall keep PIN and any number substituted therefore for use of the Debit Card as strictly confidential and the Cardholder shall not divulge the PIN to any third party under any circumstances nor keep any written record of the PIN in any place or in a manner which may enable a third party to use the Debit Card.

5 ACCOUNT(S)

5.1 The Cardholder agrees and understands that the Debit Card is linked up with the Account(s) and in case the Cardholder is maintaining more than one Account in such event the Bank shall determine which Account(s) will be linked up with the Debit Card.

5.2 The Cardholder hereby unconditionally and irrevocably authorizes the Bank to debit any of the Account(s) in accordance with provisions of Clause 5.1 hereinabove with the amount of any Transaction effected by use of Debit Card regardless of whether (i) the Transactions were conducted/processed with the Cardholder's knowledge or expressed or implied authority or (ii) the Transactions may be the result of a fraudulent act. The Cardholder hereby authorizes the Bank to debit the Account(s) with the amount of any withdrawal, transfer or Transaction in accordance with the Bank's record of Transactions/Statement and debit applicable service fees and charges relating to use of Debit Card.

5.3 Prior to using or attempting to use Debit Card, the Cardholder shall always ensure that sufficient funds are available in the Account(s) or that a prior arrangement has been made with the Bank for availability of funds by way of financing facility(ies) by the Bank to the Accountholder/Cardholder.

5.4 In case of Transaction amount exceeding the available balance(s) of the Account(s) or facility(ies) tied to Debit Card, the Bank shall have the right to permit such Transaction. If however, for whatever reason, the Cardholder exceeds any such available balance or facility, the Cardholder shall forthwith pay to the Bank, upon demand by the Bank, the full sum by which such available balance or facility is exceeded and the Bank may at its discretion charge the Cardholder its prevailing fees or charges as prescribed from time to time in the Schedule of Charges.

5.5 All Transactions and obligations arising from the use of Debit Card in relation to a joint Account shall be binding on and shall be the joint and several obligations of all the joint Accountholders. If requested, the Bank may in its discretion make available more than one Debit Card and/or Supplementary Debit Card to the joint Accountholder and/or a person nominated by the Accountholder according to such further Terms & Conditions as the Bank may require. It is clarified however that Supplementary Card(s) will not be issued in instances of Joint Account(s) operated with joint signing authority. Additional/Supplementary Debit Card may be made available to additional authorized users for the Account or for Supplementary Cardholders [who, for purposes of Debit Card, shall also be considered authorized users for the Account(s)]. For the avoidance of doubt, these Terms & Conditions of Debit Card Agreement and all Transactions thereunder shall be binding on all Accountholders and authorized

users (including any Supplementary Cardholders). In addition to the aforesaid, and as a separate undertaking, the Account Holders shall be fully liable (on a joint and several basis) to the Bank for all Transactions and obligations arising from the use of Debit Card by all authorized users (including any Supplementary Cardholders) notwithstanding any legal disability or incapacity of the authorized user and the Account Holders shall indemnify the Bank (on a joint and several basis) against any loss, damage, liability, costs and expenses, incurred or suffered by the Bank by reason of any breach of these Terms & Conditions of Debit Card Agreement by any authorized user (including any Supplementary Cardholders). A Supplementary Debit Card may be assigned a specific limit that shall constitute the maximum Transaction limit for such Supplementary Debit Card. Notwithstanding this fact, if a Supplementary Cardholder completes a Transaction that exceeds the limit, the Transaction will be binding on the Primary/Basic Cardholder/Account Holders. Other than the authorized users (including any Supplementary Cardholder) for the relevant Account(s), the Cardholder shall not allow any other person to use Debit Card.

6 USE OF DEBIT CARD

6.1 The Debit Card entitles the Cardholder to carry out Transactions at ATMs and/or the Merchant(s) and/or a customer activated terminal or an easy pay terminal or any other such terminal designated by the Bank located within or outside the Bank's premises within Pakistan or outside Pakistan as part of a network, which may be accessed through the use of the Debit Card to conduct a Transaction subject to (i) any restrictions indicated on an ATM, (ii) any restrictions imposed by the State Bank of Pakistan and the regulators of the country where the Debit Card is being used, (iii) these Terms & Conditions and (iv) any additional Terms & Conditions notified by the Bank to the Cardholder. The availability of services through an ATM/Merchant requested in a country other than Pakistan is in addition to the laws of Pakistan also governed by the local laws and regulations of that country and the Bank shall not be liable if these services are not available for whatever reason or withdrawn without notice.

6.2 The Cardholder understands that Debit Card is only for electronic use and charge/sale slip is printed electronically through point of sale terminal at the Merchant/ATM. The Cardholder shall be responsible to check/verify the amounts and other contents of the charge/sale slip and sign the same slip and retain copy thereof for record.

6.3 Any Transaction made with the Debit Card at any ATM/Merchant outside Pakistan constitutes payment at the Branch of the Bank maintaining the Account in Pakistan and a remittance to the country where the Transaction is effected.

6.4 The Cardholder agrees and understands that Debit Card may be used for Transactions at ATMs/Merchants outside Pakistan subject to legal, regulatory and exchange control restrictions as may be applicable in such country where ATM/Merchant is located in addition to applicable laws and regulations in Pakistan. Fund/cash withdrawals at an ATM outside Pakistan shall be in a currency as permitted by the Bank/Institution which owns/operates such ATM.

6.5 The Bank shall be authorized to debit the Account with the amount of the Transaction(s) or transfer funds in accordance with the Bank's records of Transactions effected by the Cardholder. The Bank's record of Transactions processed by the use of the Debit Card shall be conclusive and binding for all purposes, including without limitation, any debits in the Account on account of any fraud, forgery, pilferage, unauthorized use of the Debit Card by a third party or due to neglect on the part of the Cardholder.

6.6 Cash and/or cheques may be deposited by a Cardholder into an Account through an ATM located in the Branch(es) of the Bank. Cheques will be accepted for collection only and the proceeds will not be available until such cheques have been cleared in the normal course. Cash deposits shall only be regarded as having been received by the Bank upon the credit of the cash to the Account. In the event of a discrepancy between the amount of any cash deposit as claimed by the Cardholder and the Bank's count, the Bank's count shall prevail and be final and binding on the Cardholder.

6.7 Except where any overdraft facility has been granted by the Bank in the Account, the Cardholder shall not be entitled to overdraw the Account by use of the Debit Card. Where an overdraft facility has been granted by the Bank in the Account, the Cardholder shall not overdraw the Account by use of the Debit Card in excess of any overdraft limit as agreed with the Bank. The Cardholder shall ensure to keep sufficient credit or available balance in the Account before making any Transaction(s). If for any reason, the Account gets overdrawn where no overdraft facility is available, or gets overdraw beyond any agreed overdraft limit, where an overdraft facility is available in the Account, by use of the Debit Card, the Bank shall be authorized to charge and debit markup/interest/administration charges and/or service charges at the rates prescribed from time to time by the Bank in the Schedule of Charges on the amount so overdrawn. The Cardholder shall be responsible for making immediate reimbursement to the Bank of the full amount overdrawn where no overdraft facility is available, or where such facility is available, the full amount overdrawn beyond the agreed overdraft limit, together with applicable markup/interest/administrative charges and/or service charges whether or not any demand is made by the Bank.

6.8 The Cardholder accepts that any Transaction information appearing on the ATM or on a printout issued by an ATM and/or the Merchant to the Cardholder shall not constitute any receipt or acknowledgement by the Bank or evidence of the correctness of the Transaction, but merely a memo based on the Cardholder's instructions. In the event of the Cardholder disputing any Transaction(s) made by the use of the Debit Card, a statement of the Account issued by the Bank to the Cardholder shall be accepted as conclusive and shall be binding on the Cardholder.

6.9 The Bank shall not be liable to the Cardholder nor to any third party if the Debit Card is not honored or not accepted at any ATM/Merchant or if an ATM or terminal at a Merchant is not operative for any reason whatsoever or if there is any malfunction and/or failure of an ATM or if the Debit Card is retained by any ATM or if the Cardholder or any third party incurs any losses, damages, costs or expenses of whatsoever nature for such reason.

6.10 The Bank shall have no responsibility or liability to the Cardholder for any act or omission or inability to perform any of the services associated with Debit Card and/or any of its obligations under these Terms & Conditions of Debit Card Agreement.

6.11 The Bank may change from time to time at its discretion and with prior notice the available benefits and the scope of the services provided by the Bank in relation to Debit Card.

7 PAYMENTS AGAINST TRANSACTIONS & SETTLEMENT

7.1 The Cardholder hereby irrevocably and unconditionally authorizes and allows the Bank to debit the Account(s) with amounts of the Transaction(s) and debit the Account(s) with Rupee amount equivalent in case of foreign currency Transaction(s) made outside Pakistan at a conversion rate as determined by the Bank prevailing on the date of Transaction(s) along with applicable service charges/fees as stated in Schedule of Charges.

7.2 The Bank shall convert the amount of all foreign currency Transaction(s) at the Merchants outside Pakistan by the Cardholder and/or the Supplementary Cardholder at the rate of exchange applied by the Bank of such purpose in accordance with the applicable rules or business practice of the Bank on the date of Transaction or date when the Account is debited with Transaction amount or such other date as the Bank may deem fit in its absolute discretion and debit the Account with such converted amounts accordingly.

7.3 The Cardholder understands that pursuant to the Clause 7.1 and 7.2 above, the Bank shall immediately debit the Account(s) with the amount of the Transaction.

7.4 In case of cancellation of a Transaction at Merchant or return of goods/merchandise by the Cardholder to the Merchant, such Transaction will be reversed and credit the Transaction amount subject to the condition the Cardholder submits cancellation slip and the Merchant notifies the Bank of cancellation of Transaction according to the prescribed procedure pertaining to the operations of Debit Card.

8 MISUSE & LOSS OF DEBIT CARD/PIN

- 8.1 The Cardholder shall be responsible for security and safe custody of Debit Card/PIN. In the event of the loss or theft of the Debit Card or if the PIN stands disclosed or comes into knowledge of a third person, the Cardholder shall immediately notify the Bank at CitiPhone Banking number 11-222-222 and calls from outside Pakistan should be made at CitiPhone Banking number 0092 21 2446945 regarding the loss or theft or the disclosure and also immediately confirm the same to said Branch in writing. In the event that the lost or stolen Debit Card or disclosed PIN is used, in that case the Cardholder shall be responsible/liable for all Transactions conducted prior to forty-eight (48) hours after the receipt by the Bank of the Cardholder's written notice of loss or theft of Debit Card or disclosure of PIN. The Cardholder hereby agrees to indemnify the Bank against any losses, damages and costs of whatsoever nature, which occur as a result of the use of a Debit Card, which is lost or stolen or a PIN, which may stand disclosed.
- 8.2 The Cardholder shall at all times remain liable for any Transactions conducted in the event of any misuse of the Debit Card or breach, default, negligent or fraudulent act or omission of the Cardholder in connection with these Terms & Conditions and the Cardholder shall indemnify the Bank against any costs, expenses, losses, liabilities and damages of whatsoever nature caused by such unauthorized use or other actions of the Cardholder as above stated.
- 8.3 The Cardholder shall not in any circumstances hand over Debit Card in whatsoever manner to a third person (including representative of the Bank) for any reason without cutting the card through the magnetic strip rendering it useless.

9 REPLACEMENT OF DEBIT CARD

- 9.1 On the Cardholder's notification to the Bank regarding loss of Debit Card, the Bank may with or without issue a new Debit Card as replacement of the lost Debit Card and activation/use of the such new Debit Card shall be deemed the Cardholder's consent to the Terms & Conditions of this Debit Card Agreement.
- 9.2 The Bank reserves the right to debit the Account of the Cardholder with any costs incurred in issuing a replacement Debit Card and/or PIN. If the Cardholder subsequently finds the Debit Card, which has been reported lost or stolen, the Cardholder must not use this card and immediately return such card to the Bank by cutting the same into two halves through its magnetic strip.

10 FEES/CHARGES FOR USE OF DEBIT CARD

- 10.1 The Cardholder shall pay to the Bank such fees/services charges as prescribed by the Bank from time to time in the Scheduling of Clauses in relation to making available and/or use of Debit Card for Transactions. The Cardholder hereby authorizes the Bank to debit the Account with the amount of above referred fees/charges as announced by the Bank from time to time. Where cash withdrawals are to be made from the Account at an ATM in Pakistan in a currency other than the currency of the Account itself, conversion of the currency of the Account into the currency of payment shall be made at the exchange rate determined by the Bank at its entire discretion consistent with the rate of exchange applied in the Bank's branches in the city in which the disbursing ATM is located on the date of the transaction. If the transaction date is a holiday, the rate of exchange of the next business day will be applicable.
- 10.2 In addition to the Clause(s) as stated hereinabove, the Cardholder shall pay to the Bank any fee(s) and charge(s) levied by the Association from time to time including the cross border Transaction(s) conducted by using Debit Card.
- 10.3 The Cardholder further authorizes the Bank to debit the Account with such charges as may be notified by the Bank from time to time in respect of the use of Debit Card at the ATM and/or Merchant. The Bank shall also have the right to debit the Account with the amount of any taxes, duties and/or other levies that may be attracted under the law in relation to the issuance of and use of the Debit Card by the Cardholder.

11 STATEMENT OF ACCOUNT

- 11.1 The Cardholder accepts the Bank's record of all Transactions as conclusive and binding for all purposes. The Cardholder shall be provided a Statement of Account ("Statement") relating to Transactions pertaining to the Account on a semi-annual basis as stated in the General Terms & Conditions unless requested otherwise by the Cardholder. The Bank shall have the right to determine means of communication to be used for sending the Statement to the Cardholder and such means may include through post, courier, fax and/or e-mail.
- 11.2 Subject to the provisions of Clauses 5.2, 5.5 and 8 of this Debit Card Agreement, the contents of the Statement shall be deemed correct, complete and accurate unless the Cardholder notifies in writing to the Bank of any error or mistake in the Statement within a period of two weeks from the date of the Statement and thereafter it shall be considered that the Cardholder has accepted and agreed to the contents of the Statement.
- 11.3 The Cardholder understands and agrees that as per procedure and regulations of the State Bank of Pakistan the Statement is issued after every six months, however, during the aforementioned period it shall be the responsibility of the Cardholder to track and monitor credit and debit entries in the Account by checking his/her account on Citibank Online (www.citibank.com.pk) and/or by contacting CitiPhone Banking Services to ensure that the Debit Card is not being used fraudulently/unauthorized.
- 11.4 The Cardholder accepts the responsibility of consequences of his/her financial/confidential information coming into knowledge of a third person during course of communication of the Statement including through post, fax, e-mail or any means of communication as determined by the Bank from time to time.

12 RIGHT OF SET-OFF

- 12.1 In case the Account does not have sufficient funds for any reason to meet the Cardholder's monetary obligations to the Bank in relation to use of Debit Card under these Terms & Conditions of this Debit Card Agreement and/or any other agreement/arrangement, the Bank shall have the right to set-off any credit balances in other accounts of the Cardholder with the Bank and/or the proceeds of any instruments or other items of the Cardholder with any branches of the Bank or exercise its rights to dispose off the securities/collateral given by the Account Holder for any other facility/service provided by the Bank under any other arrangement.

13 CARDHOLDER'S INFORMATION SHARING/DISCLOSURES

- 13.1 The Cardholder agrees that the Bank is authorized to disclose to such persons as the Bank deems appropriate any information concerning the Cardholder and the Account as the Bank deems necessary and desirable in connection with the provision of facilities/services offered under the Debit Card and Transactions effected electronically and the enforcement of any rights and/or the performance of any obligations arising out of or in connection with the use of the Debit Card.
- 13.2 To enable the use of the Debit Card at any ATM or Merchant or electronic network/terminal in or outside Pakistan, the Cardholder consents to the Bank's participation from time to time in any network and permits the release and transmission of data and information relating to the Account to and the storage and processing of such data and information by any means by any participants in such network within and outside Pakistan. The Cardholder further consents to the compliance

by the Bank and the said participating banks/financial institutions in such network with the laws and regulations of their respective jurisdictions governing disclosure of Account information to which the Bank and the said participants may be respectively subject to and such regulations may require disclosure to the Cardholder's information to the respective regulators.

14 EXCLUSIONS & LIMITATION OF LIABILITY

- 14.1 In consideration of issuance of Debit Card to the Cardholder and providing facilities/services in relation thereto, the Cardholder hereby unconditionally agrees to indemnify the Bank and keep the Bank indemnified at all times from and against all losses, damages, costs, expenses, claims, proceedings, actions whatsoever which the Bank may at any time incur, sustain, suffer as a consequence of or by reason of issuance of Debit Card and/or providing facilities/services thereunder and taking or refusing to take action on the Instructions of the Cardholder and in particular arising due to direct or indirect negligence, mistake or misconduct or violation of the Terms & Conditions of this Debit Card Agreement.
- 14.2 The Cardholder accepts that the other branches, subsidiaries or affiliates of Citibank N.A./Citigroup shall not be responsible or liable, in any manner, for any of the Bank's liabilities or obligations under these Terms & Conditions or for the Bank's failure to meet the Cardholder's withdrawal demands through an ATM or any Transactions at Merchant(s) or any electronic network used by the Bank arising from any cause whatsoever, whether in the control of the Bank or not. Without limiting the generality of the foregoing, the Bank shall not be liable for any acts, errors, neglects or defaults, actions or omissions, insolvency or failure in business of any of the Merchants' or Bank's correspondents, agents, sub-agents, or their employees or the network referred to hereinabove.
- 14.3 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage or injury arising directly or indirectly due to: (i) any defect or deficiency in quality of goods/services supplied, (ii) utilization of goods/services purchased by use of Debit Card, (iii) refusal of any Merchant to accept/honor Debit Card, (iv) malfunction of ATM and/or any other electronic terminal at a Merchant, (v) Cardholder's handing over Debit Card to any person other than a duly authorized representative of the Bank or Debit Card is handing over without cutting into two halves through its magnetic strip, (vi) supply of Cardholder's information relating to the Account(s)/Debit Card through fax, e-mail or through any other means of communication on Cardholder's instructions and any third party/person coming into knowledge of the referred confidential information due to such communication.
- 14.4 In the event of any dispute between the Cardholder and any Merchant or third party bank or financial institution participating in the network or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of set-off that the Cardholder may have against such Merchant, bank or financial institution or person.

15 MISCELLANEOUS

- 15.1 The Bank is authorized to make all such enquires in connection with the Cardholder from the third persons that the Bank may deem necessary.
- 15.2 The Bank and/or any relevant network referred to herein shall have the discretion from time to time to set or change the daily cut-off time without notice or responsibility to the Cardholder. Any Transaction by the use of the Debit Card after such cut-off time shall be treated as a next business day value transaction.
- 15.3 The Cardholder is hereby informed that the Bank and other participating banks, financial institutions and entities have installed video cameras in the premises of ATMs for security purposes and customers' activities are recorded and use of Debit Card by the Cardholder at ATM signifies his/her consent and permission for such video recording.
- 15.4 The Bank shall have the right to refuse to authorize any Transaction or use of Debit Card without assigning any reason therefore. Further, the Bank shall be entitled to stop providing services and facilities to the Cardholder in any city or country including the country(ies), against which the economic sanctions imposed by the United States of America, Pakistan and/or by any other international body/organization. It shall be the Cardholder's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing services regarding Debit Card in the particular country(ies) where the Cardholder intends to visit.
- 15.5 In the event that any one or more of the provisions set out hereinabove shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.
- 15.6 All notices sent by the Bank to the Cardholder hereunder shall be deemed to have been received by the Cardholder within seven (7) days of dispatch by the Bank to the last address notified by the Cardholder to the Bank. All publications or announcements by such means as the Bank may consider appropriate will at the time of such publication or announcement constitute effective notice to the Cardholder.
- 15.7 The obligations of all Account Holders hereunder shall be joint and several and where the context so admits, words denoting the singular will be deemed to include the plural. Any notice hereunder to one Cardholder will be deemed to be effective notice to all the other Cardholders.
- 15.8 The Bank reserves the right to vary any of these Terms & Conditions upon notice to the Cardholder and use of the Debit Card after the date on which any change to the Terms & Conditions is to have effect will constitute the Cardholder's acceptance of any variation in these Terms & Conditions. If the Cardholder does not accept any variation in these Terms & Conditions of this Debit Card Agreement, the Cardholder shall immediately return the Debit Card to the Bank prior to the date upon which such change is to have effect.
- 15.9 These Terms & Conditions shall be governed by and construed in accordance with the laws of Pakistan for the time being in force. The Courts of Karachi shall have jurisdiction to determine all disputes arising under, out of or connected with these Terms & Conditions to which the Cardholder hereby submits. However, the Bank shall have the right to pursue contractual and legal remedies within and outside Pakistan.

L CITIGROUP PRIVACY PROMISE FOR CUSTOMERS

"PRIVACY FOR CONSUMERS AT CITIGROUP

Our goal is to maintain your trust and confidence when handling personal information about you.

YOU HAVE CHOICES:

As a Citibank, N.A. Pakistan customer, you have the opportunity to make choices about how personal information about you may be shared. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

SECURITY OF PERSONAL INFORMATION:

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic and procedural safeguards that meet or exceed applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive."