

In these Terms and Conditions, the expression 'Bank' shall mean JS and the expression 'Customer' shall mean the person(s) who has/have opened the Account. Words importing the singular shall include the plural. 'Person' shall mean an individual, a firm or a corporate body.

1. Account

1.1 Proper identification in the form of valid Smart National Identity Card/Computerized National Identity Card/NICOP/Passport will be required before the Bank opens any account in its sole discretion, which will be independently verified by the Bank. Upon any non-verification or incomplete documentation Bank in its sole discretion has the right to stop the transaction till clearance of ambiguity, debit block, suspension of operation of account or close the account.

1.2 Each account will be allotted a distinctive number, which should be quoted in all correspondence with the Bank relating to the account.

1.3 The account shall be subject to the applicable laws of the Islamic Republic of Pakistan and the prevailing rules, regulations and directives of the State Bank of Pakistan, as may be revised from time to time.

1.4 All accounts are opened on the basis of initial scrutiny at the branch and shall remain blocked for debit transaction, till the time of its final scrutiny and completion of all the formalities.

1.5 Opening of photo accounts is subject to provision of proper identification duly supported by two attested passport size photographs besides taking customer's thumb impression on the SS card. Photo account cannot be operated unless the customer comes to the Bank and puts his/her thumb impression on the cheque in the presence of Bank Officer.

1.6 In case the account has been opened through the digital account application, digital/ electronic signatures on account Terms and Conditions, such account opening form shall be deemed as legally binding and said digital/electronic signatures shall be having the same validity as vet signatures.

2. Deposits

2.1 Any sum to be deposited in the account should be accompanied by the Bank's duly filled deposit slip showing the title and number of the account to be credited along with depositor's signature. Such deposits must be tendered at the cash counter only. The depositor should satisfy himself/herself with the details in the system generated cash deposit form are in order, when received.

2.2 All cheques and other instruments should be crossed before they are deposited in the account.

2.3 In receiving cheques or other instruments for collection in the account, the Bank acts only as collecting agent of the Customer and assumes no responsibility for the realization of such cheques/instruments.

2.4 The Bank may refuse to accept cheques/instruments drawn in favor of a third party crossed 'Account Payee' or 'Non-negotiable' or any other crossing restricting negotiation. Uncleaned cheques/instruments, though credited, shall not be drawn against by the Customer.

2.5 Without prior notice to account holder/depositor, the Bank reserves the right to debit the account for any cheque/instrument, if previously credited, in the event the proceeds thereof are not received by the Bank or even if proceeds have been received, the drawee Bank/correspondent Bank subsequently claims the same from the Bank and returns the cheque/instrument unpaid for any reason.

2.6 The Bank utilizing the services of another bank or other banks for the purpose of carrying out or giving effect to any instructions of the Customer do so for the account and at the sole risk of the Customer. The Bank assumes no liability or responsibility should the instruction it transmits is not carried out by such bank(s) for any reason whatsoever, even if the Bank has itself chosen such bank(s).

2.7 The Bank shall not be responsible for the delay and/or loss in transit of any cheque/instrument, nor for any act, omission, neglect, loss of profit, default, failure or insolvency of any correspondent bank, agent or sub-agent or for

any reason beyond the control of the Bank. In case of delay or loss in transit, the Bank will follow up with the concerned for swift resolution.

2.8 The Bank shall have the right to reverse or recover any amounts transferred through erroneous transactions in any of the accounts, from such accounts, without prior notice/intimation to the Customer. The Customer shall be liable to make good any loss accrued to the Bank through withdrawal of amounts erroneously credited to their accounts.

3. Withdrawals

3.1 Withdrawals from the account shall be made by using cheque book/debit card/digital instruments supplied by the Bank at the request of the customer or through any means/instruments acceptable by the Bank.

3.2 Cheques should be signed by the account holder/depositor (including Customer with no education) as per specimen signature/thumb impression supplied to the Bank and any alteration(s) thereon must be authenticated by drawer's full signature. While complying with any instructions of the account holder/depositor, the Bank shall only rely on the signature as provided/inscribed by the account holder/depositor on the specimen signature card at the time of opening of the Bank account.

3.3 Post-dated (6 months old) stale and defective cheques shall not be paid by the Bank.

3.4 The Customer shall ensure safe keeping of the cheque book and shall not allow access to the cheque book to any unauthorized person.

3.5 Payments involving large amounts of cash will be made subject to availability of cash at the Bank's branch or only after the Bank has made necessary arrangements for cash. The Bank may ask for reasonable time to make payments of such large amounts.

4. Current Accounts

4.1 No profit shall be payable on current account.

4.2 The current account shall not be overdrawn except by prior agreed arrangements with the Bank. In the event of the Bank in its sole discretion, allows the Customer to overdraw the account. The Bank shall have the right to charge markup on the overdrawn amount at a rate agreed with the Customer in accordance with the prevailing rules and regulations. The Customer shall be liable to adjust/repay the overdrawn amount together with markup promptly.

4.3 Where overdraft or any other banking facility is being provided by the Bank with respect to any account, credits received in such accounts, shall be applied first towards payment of markup and charges and then towards payment of principal amount of overdraft or any other Banking facility availed by the Customer.

5. Profit Bearing Deposits

5.1 The amount(s) deposited in a PLS saving account shall be on profit and loss sharing basis. The Bank's determination of profit or loss shall be final and binding on the Customer for all purposes. The method of calculating return/profit under the profit/loss sharing scheme is governed by the Bank's rules under prevailing regulations/directives of the State Bank of Pakistan and is subject to change without prior notice to the Customer.

5.2 Return/profit on accounts closed before 30th June and 31st December will be paid for the completed period. All returns/profits shall be of a provisional nature until finalized by the Bank and adjustments in amounts can be made accordingly.

5.3 The deposits received by the Bank in a PLS saving account will be used by the Bank in any manner the Bank considers appropriate.

5.4 Zakat whenever applicable shall be deducted on valuation date from applicable accounts having balances in excess of the Nisab amount declared by the Government. Declaration on prescribed proforma for exemption from deduction of Zakat shall be registered with the Bank at least one month prior to the valuation date as per prevalent Zakat rules. Zakat will be deducted as per Zakat and Ushr Ordinance, 1980 and/or any other applicable law.

6. Foreign Currency Accounts

6.1 Foreign currency current or savings accounts and time deposits may be established in U.S. Dollar, Pound Sterling, Euro, Japanese Yen, Chinese Yuan and other currencies, as the Bank shall determine/allow and in accordance with the local regulations in force, from time to time.

6.2 Foreign currency accounts are opened and maintained subject to local laws and regulations, in force from time to time, will be applicable including foreign exchange control regulations and directives of State Bank of Pakistan and Government of Pakistan.

6.3 Withdrawals from a foreign currency account shall be subject to the availability of the particular foreign currency with the Bank and in accordance with the prevailing directives of the State Bank of Pakistan and Government of Pakistan. Online withdrawal will only be entertained from designated foreign currency license branch.

6.4 The account holder acknowledges that the Bank shall not be liable for any currency exchange loss resulting from any transfer/movement of the balances from foreign currency to the account holder's account in another currency.

7. Joint Accounts

7.1 Where the joint account is operated with single signature, the Bank shall honor and pay to the debit of the joint account all cheques, drafts and orders signed by anyone of the authorized signatories. If the Bank prior to acting on instructions received from one authorized signatory receives contradictory instructions from another signatory, the Bank may refuse to act on either of them and insist upon an instruction signed by all the joint account holders.

7.2 All joint account holders shall be jointly and severally liable for any/all liabilities incurred upon the joint account.

8. Minor's Account

8.1 In respect of an account opened in the name of a minor, the Bank shall be entitled to act upon the instructions received from the guardian name mentioned in the Account Opening Form, only till the minor attains age of maturity.

9. Hold Mail Facility

9.1 On the request of hold mail service, the Bank will hold all mail, addressed to the account holder/depositor for a maximum period of 6 months from receipt of any such request and such mail will be deemed to have been received by the account holder. The account holder will collect any mail so held personally or through an authorized person, unless he/she advises the Bank to the contrary in writing. The Bank is authorized to charge a fee as per the prevailing Schedule of Bank Charges for this service and to hold, open and/or handle all such mail in such manner as the Bank deems fit. Any such fee charged by the Bank may be debited by the Bank from the account of the account holder. If he/she fails to collect any such mail within a period of six months, the Bank is hereby authorized to destroy the same at any time thereafter at the account holder's sole risk and responsibility and in doing so the Bank shall be discharged from all of its responsibilities or liabilities with respect thereof.

9.2 It is acknowledged that the request for the hold mail service is being made entirely for the account holder's convenience and at his/her risk and responsibility and without any obligation on part of the Bank. The account

holder would assume full responsibility for any loss, adverse consequences or liabilities arising in any manner whatsoever to him/her or to any third party and would keep the Bank indemnified against any claims, losses or consequences suffered in anyway due to the Bank complying with his/her such request. Account holder further waives any and all claims against the Bank and its officers and employees, for any consequences arising as a result of any mail inadvertently being dispatched to him/her in the ordinary course of business or the Bank communicating with him/her in an emergency situation as perceived by the Bank or for the purposes of serving or issuing any demand or notice to him/her by the Bank or otherwise to protect the interest of the Bank. For due diligence purposes, the Bank may send any mail/communication at Customer's given address even if hold mail instructions have been provided.

10. Statement of Account (SoA)

10.1 The Bank shall send Statement of Account as per frequency stipulated by State Bank of Pakistan and the Customer shall check the entries made therein. Customer may notify any discrepancies in the Statement of Account within 45 days from the date of issue, after which Bank's statement will be considered final and conclusive, for all purposes whatsoever.

As per directives of the State Bank of Pakistan, the Statement of Account shall not be sent to the Customer whose account has been marked as dormant.

10.2 The Bank will take due care to see that the credit and debit entries are correctly recorded in the accounts of the account holder/depositor but in case of any error, the Bank shall be within its right at all times to make the correct adjusting entries, recover any amount due from the account holder/depositor without prior notice and inform the Customer subsequently. The Bank shall not be liable for any damages losses etc., consequent upon such error/adjustments.

10.3 No account holder/depositor may annotate or delete any entries in the Statement of Account. Any discrepancy found should at once be brought into notice of the Bank.

10.4 Apart from mandatory provision of Statement of Account (SoA), SoA may be provided by the Bank, subject to charges, as applicable under its Schedule of Bank Charges (SBP compliant) upon receipt of written request by the customer/account holder only.

10.5 The 'e-statement' means the statement of account sent through e-mail at the designated e-mail address provided/registered by the customer/account holder.

10.6 The Customer will provide his/her e-mail address to the Bank for receiving e-statement (designated e-mail address). Where the Customer requires the Bank to send the Statement of Account or any other document to him/her by e-mail, he/she assumes full responsibility in respect thereof and the Bank shall not be responsible or liable if it is accessed, forged or corrupted by any third party or unauthorized person or garbled during transmission

10.7 In case of account holder, at his/her request, being registered for e-statement, the bank shall discontinue sending the mandatory Statement of Account via post/courier and provide the e-statement facility as per the frequency indicated.

10.8 The Bank does not guarantee that integrity of the e-mail has been maintained and that communication will be free of viruses, interceptions or interference. Although the Bank will take reasonable precautions to ensure that no viruses will be present in the e-mail, the bank cannot accept the responsibility for any loss and damages arising from any use of the e-mail or attachments. The Customer shall advise the Bank in writing, in case change in e-mail address or discontinuation of e-statement is required. In the absence of such advice, the Bank holds no responsibility of whatsoever nature.

10.9 In case complaints remain unsolved beyond 45 days, you may write Banking Mohtasib Pakistan on www.sbp.org.pk/ecibhelpdesk or www.bankingmohtasib.gov.pk

10.10 The Bank shall not be liable for improper, incomplete or non-delivery of e-statement or any other document in

case e-mail is returned due to e-mail attachment policy at account holder's end or inactivated e-mail account etc. Furthermore, the Bank shall not be liable for any loss or damages resulting to the Customer on account of any delay, inaccurate or incorrect transmission or unauthorized access to the e-statement services.

10.11 The Customer accepts that the Bank does not warrant against any external factors effecting the privacy and/or security of the e-mails during internet transmission.

10.12 The Customer shall use the e-statement or its printed version as information for his/her personal record and shall not submit this for any legal requirement or for submission to visa granting authorities or admission Statement of Account from Branch.

10.13 The Bank at its discretion may impose additional conditions prior to acceptance of e-statement issuance request or activating its issuance. The Bank reserves the right to temporarily suspend the facility as deemed necessary.

10.14 The Bank reserves the right to make necessary changes as and when required in these Terms and Conditions. Such changes will be displayed at the Bank's website or advised by e-mail notification.

10.15 The Customer agrees to receive and accept periodical notices related to the account(s) and/or regulatory information sent by the Bank at Customer's designated e-mail address.

10.16 The Customer is responsible for security of password of the designated e-mail address. The Bank will not be liable of any undesirable event such as data corruption or unauthorized amendment of the information so given, link down, e-mail hackings, unwanted e-mails and misuse of e-mail address, delay and interruption whatsoever.

10.17 The Customer hereby unconditionally agrees to accept the e-statement sent at the designated e-mail address. Any errors or exception noted in the e-statement shall be reported to the Bank within 45 days on receipt of e-statement, otherwise the same shall be considered as correct.

11. SMS Alert Facility

11.1 The Customer hereby subscribes to the SMS alert facility of the Bank whereby the Customer shall receive Short Messaging Service alerts (SMS) on the Customer's authorized mobile number in the form of customized messages. The Customer shall not be able to undertake any transaction through the SMS alert facility. The SMS alerts shall only be sent to the mobile phone number which has been specifically provided by the Customer for the purposes of these clauses (authorized mobile number).

11.2 The SMS alerts will be available to the Customer only if he/she is within the cellular service range of the particular cellular service provider of the Customer.

11.3 If the Customer suspects that there is an error in the information contained in the SMS alert sent to him/her, he/she shall inform the same to the Bank/branch as soon as possible and the Bank/branch shall endeavor to correct the error, wherever possible on a best effort basis.

11.4 The Customer agrees that SMS alert facility provided to the Customer is an additional facility for his/her convenience and is susceptible to delay, error, omission and/or inaccuracy. The Customer further acknowledges and accepts that the SMS Facility provided by the Bank is dependent on the infrastructure, connectivity and services provided by cellular service provider, over which Bank has no control and that the time lines and accuracy of the information will depend on factors affecting the network of the cellular service provider. The Customer shall not hold the Bank liable for any loss, damages etc. that may be incurred/suffered by the Customer on account of the SMS alert facility.

11.5 The Bank shall not be liable for any unauthorized use/access to the information and/or SMS alerts sent by the Bank to the mobile phone number of the Customer or for the fraudulent duplicate or erroneous use/misuse of such information by any third person.

11.6 Notwithstanding the above, it is clarified that even though the Customer has hereby subscribed to the SMS alert facility, the Bank is under no obligation to send SMS alerts to the Customer. Furthermore, the Bank reserves the right to send the SMS alerts to only those Customers who are availing the services of a specific cellular service provider.

11.7 The Customer hereby authorizes the Bank to send promotional messages including the products of the Bank, greetings or any other messages the Bank may choose to send from time to time. The Customer agrees unconditionally and irrevocably that such messages/calls made by the Bank or its agents will not be considered as a breach of privacy.

11.8 The SMS facility being provided by the Bank in relation to mobile phone banking facility may be temporarily suspended at any time for the purpose of carrying out repair and maintenance work in respect thereof, such suspension may also be carried out with respect of any security procedure required to be followed by the Bank.

11.9 The Customer shall be solely responsible for intimating to the Bank for any change in the phone number. In case the Customer changes his/her authorized mobile number and does not inform the Bank, the Bank will continue to send SMS alerts at the authorized mobile number provided by the Customer till any contrary instructions are received.

11.10 The Customer acknowledges that only one mobile number can be registered against an account.

12. Phone and Electronic Banking

12.1 Where the Bank provides Phone and/or Online/Internet Banking facility to the Customer, the Customer shall solely be responsible to ensure that the Personal Identification Number (PIN), and other personal information/password are not disclosed to any other person or third party. The Bank shall not be liable for any loss, damage or expenses incurred by the Customer, howsoever, caused if the PIN is shared by the customer with any other person whether voluntarily or accidentally.

12.2 The Bank reserves the right to refuse to execute any instructions if the Bank is in doubt of the identity of the caller or the genuineness of any instruction so given.

12.3 In case of joint account, if the instructions are given by a person who is singly authorized to operate the account and the correct PIN/card number and other personal information are given, such instructions shall be fully binding on the Customer.

12.4 All recorded conversation under the Phone Banking facility and all other records of the Bank in relation to any ATM and/or Online Banking transactions/instructions, shall be conclusive evidence of any instructions given and shall be fully binding on the Customer.

12.5 The Customer acknowledges that phone/online banking involves inherent risks including risks associated with fraud and unintended or erroneous instructions. The Customer hereby accepts all risks and responsibilities appurtenant therewith.

12.6 The Bank shall not in any manner, whatsoever, be responsible for any loss or damage caused to the customer or any third party for any reason whatsoever, including but not limited to any delay or non-performance or breakdown in the communication system.

12.7 The bank shall not in any circumstances be bound to contact the account holder to confirm any transaction carried out in connection with the online banking services.

12.8 For availing the Phone/Online/Internet Banking facility, the Customer shall comply with all other requirements and guidelines issued by the Bank from time to time, which will be fully binding on the Customer

12.9 In case, any services/products related to account are availed by the Customer, such as internet banking etc., Terms and Conditions of all those services/products shall be considered integral part of these Terms and Conditions, even if signed separately.

12.1. Online Banking

12.1.1 All PKR Customers are automatically provided with Online Banking facility upon opening of account with JS Bank.

12.1.2 In respect of online encashment of a cheque, payment made to the bearer of the cheque shall be fully binding on customer and shall not be questioned or disputed for any reason whatsoever.

12.1.3 Deposits/withdrawals in respect of the account may be allowed at any of the Bank's branches in Pakistan subject to production of Customer's identification acceptable to the Bank and payment of charges levied by the Bank.

13. Closure of Account

13.1 The Bank reserves the right to close the account by giving 14 days' notice. Upon closure of the account, the unused cheque(s) in possession of the account holder shall stand cancelled in the bank record.

13.2 The Bank in its sole discretion may also close those accounts which show nil balance for last six months or any account which in its opinion is not satisfactorily operated or for any other reason whatsoever, it shall not be incumbent on the Bank to disclose to the account holder/depositor the reason for doing so.

13.3 The Bank shall stand discharged of any/all its liability with respect to an account so closed by mailing to the account holder/depositor at his/her last known address as per the Bank's record, a Bank draft in the currency of such account, payable to the order of the account holder/depositor in the amount of then credit balance of such account less deduction(s) in respect of the amount of any claim that the Bank may have on such funds constituting the credit balance.

13.4 The account holder wishing to close the account must surrender unused cheque(s) duly cancelled by drawing two 'horizontal lines' upon each of them, Debit/ATM Card(s) etc., if any.

14. Stop Payment Instructions

14.1 The Bank may accept stop payment instruction from the Customer, if a cheque is reported lost or stolen, provided the necessary details of the lost/stolen cheque are given by the Customer and the cheque is not already paid before receiving such instruction. Where the Customer verbally gives the stop payment instruction, he/she shall immediately send to the Bank written confirmation by facsimile or any other expeditious means. The Customer agrees to fully indemnify the Bank against any loss, damages, claims, demands, costs and expenses (including legal expenses) arising or incurred as a result of acting on the Customer's stop payment instruction. However, in any case, bank is liable to observe due diligence in good faith. The Bank will not be liable for any loss or damage, if reported after the payment of such lost/misused cheques.

15. Death of a Customer

15.1 In case of death or of an individual/partnership Customer, the Bank will stop operation in the account immediately, after the receipt of official notice or as and when becomes aware of it from any reliable source. Operation in such account shall only be allowed strictly only upon production of a succession certificate or other court order from a court of competent jurisdiction.

15.2 In case of operating instruction of either or survivor, in the event of the death of either of the account holder(s)/depositor(s), the credit balance in the account will be payable to the surviving account holder(s) by allowing to perform one transaction to withdraw the available balance and subsequently account to be closed, provided that branch has not received any notice of dispute. However, the same is subject to any change in prevalent laws, from time to time.

16. Restriction on Creation of Security

16.1 The amounts deposited or standing to the credit of an account cannot in anyway be assigned or charged to a third party by way of security. The Bank shall not be bound by any notice of assignment or charge in favor of a third party. However, the Customer shall have the right to create a lien over or pledge his/her deposits in favor of the Bank or in favor of any other branch of the Bank to secure any finance, banking or credit facilities granted by the Bank or such other branch of the Bank to the Customer or to any other person at the Customer's request or against the Customer's guarantee.

17. Charges and Expenses

17.1 All account holders/depositors will be charged fee/commission etc. as per prevalent Schedule of Bank Charges which is amendable, from time to time, as per the Bank's procedure and policies/SBP regulations.

17.2 All applicable government taxes and levies shall be recovered from the customer as per laws and related directives/circulars etc., in force for the time being.

17.3 The Bank reserves the right to debit the account for any expenses, fees, commission, markup/interest, Zakat, withholding tax, stamp duty, tax, duty or any other cost or expenses arising out of any transactions or operation of the account or term deposit with the Bank as may be payable by the Bank and/or Provincial or Federal Government as may be levied from time to time, without prior notice to the account holder/depositor.

17.4 Moreover, the Bank shall also have a right to debit anyone or more account(s) of the account holder(s)/customer(s) maintained with the Bank to adjust any and all of the outstanding liabilities of the account holder(s), customer(s) towards the Bank or any Government authority, if so required/directed, from time to time.

17.5 Free ATM withdrawals from the Bank's ATM is allowed. However, in case of withdrawal from the account through ATMs of other Banks, the respective/other Banks may recover charges for such transactions. Any other charges as applicable for using ATM levied by the switch or otherwise will be borne by the customer.

18. Indemnity or Liability

18.1 The Bank shall endeavor to provide error free operation of the account and services to the Customer. However notwithstanding the same Customer agrees that the Bank or any of its employees, agents shall not be liable for any loss, damages and liabilities incurred, suffered, sustained or required to be paid arising out of the following.

i. Bank acting upon the Customer's verbal instructions for stop payment which the Customer failed to confirm subsequently in writing, hold mail or any other instruction.

ii. Any action taken by the Bank relying upon the instructions of the Customer which later on turns out to be duplicate or erroneous.

iii. For any instruction not complied with due reasons beyond Bank's control or due to disruption or failure in any communication or electronic transmission facility and the Customer agrees to indemnify the Bank for any loss actually suffered or expenses actually incurred by the Bank for the same.

19. Customer's Covenants, Warranties and Representations

19.1 The Bank shall be bound by any/all instructions issued by the Customer or purporting on their face to have been issued by the Customer and accepted by the Bank.

19.2 Instructions shall be deemed irrevocable and binding on the Customer upon transmission by the Customer to the Bank.

19.3 The Customer shall be solely responsible for ensuring the accuracy and completeness of Customer instructions. The Bank shall not be responsible for the consequences of any instructions being incomplete, garbled or inaccurate.

19.4 The Customer understands that the Bank may outsource its certain functions to any third party(ies) for the provision of efficient services. The Customer hereby authorizes the Bank to release Customer's name, account number and/or his/her any other personal/account related information to any third party engaged for the purposes of providing services to the Bank, including but not limited to, mailing, verification of address, collection of cheques/instruments, etc. The Customer hereby agrees to indemnify the Bank against any losses or damages that might be incurred beyond reasonable care of the Bank to ensure integrity and confidentiality of the Customer data.

19.5 Subject to applicable laws including Foreign Account Tax Compliance Act (FATCA), the customer hereby consents for JS or any of its affiliates, subsidiaries (including branches) (collectively 'the Bank') to share their information with domestic or overseas regulators or tax authorities where necessary/applicable to establish their tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, the Customer consents and agrees that the Bank may withhold from my account(s) such amounts as may be required according to applicable laws, regulations and directives.

20. Dormant Accounts

20.1 If the account (savings/current) has not been operated by the Customer during the last 12 months, the account will be classified as dormant account and no withdrawal will be allowed until the account is reactivated. The Bank reserves the right to debit for the recovery of loans and profit/rent etc., any permissible Bank charges, Government duties or levies and instructions issued under any law or from the court will not be subject to debit or withdrawal restrictions.

20.2 For reactivation of dormant/inactive account, the customer/account holder must in person give request in writing to their concerned branch for change of status and shall hold original SNIC/CNIC/Passport/Pakistan Origin Card (POC)/National Identity Card for Overseas Pakistani (NICOP) and submit a photocopy of the same to their concerned branch for the record keeping.

20.3 If no transaction has taken place in the account during the last ten years, the deposit in the account will be surrendered by the Bank to the State Bank of Pakistan as required by the Banking Companies Ordinance, 1962.

21. Bank's Lien

21.1 The Bank shall have a lien on all funds, monies, securities and other properties of whatsoever nature belonging to the Customer in the possession of the Bank for repayment of any liability or indebtedness of the Customer to the Bank.

22. Bank's Right to Consolidate and Set Off

22.1 The Bank may at any time and without further notice or liability in any manner to the Customer shall have the right to combine or consolidate or merge anyone or all accounts/ deposits of the Customer with the Bank or any of its branches (whether current or saving account or of any other nature and in whatever currency) to adjust or set off any outstanding indebtedness or liabilities of the Customer to the Bank whether primary or collateral, irrespective of the currency or currencies involved. Where such combination, consolidation and/or set off requires the conversion of one currency into another, the Bank shall be entitled to effect such conversion at such rate of exchange prevailing on the day of such combination, consolidation and/or set off as the Bank may apply in accordance with the Bank's usual banking practice in such connection and all exchange risks, losses, premium, commission and other Bank charges shall be borne by the Customer.

22.2 Any overdraft facility approved by the Bank in the account may be disallowed/withdrawn/cancelled by the Bank if the account in the opinion of the Bank is not satisfactorily maintained by the Customer or the Customer fails to perform his/her obligations.

23. ATM/Debit Card/Phone Banking

'The card holder' means the individual to whom the 'card' (i.e. ATM /Debit Card/Phone Banking) is issued by the JS ('Bank') where the application for card is jointly signed by persons maintaining joint account on either or survivor

basis, the said person shall be jointly and severally bound by these Terms and Conditions.

23.1 The card shall be issued maintaining sole or joint accounts in Pak rupee current and/or savings accounts (on either or survivor basis) with the 'Bank' in Pakistan.

23.2 The card shall be issued for use on Automated Teller Machines (ATM) and Point of Sales (POS) terminal installed at the branches and at business place(s) of merchants and the ATM/Debit switch designated by the Bank within Pakistan/internationally.

23.3 The card shall not be used to overdraw the account or to obtain credit of any description or nature and shall not under any circumstance be attained, transferred, pledged or made subject to any lien, charge or encumbrance of any nature.

23.4 The card shall remain the property of the Bank at all times and the Bank may at its sole discretion and without assigning any reason, cancel the card and through notice, demand its return, and the card holder shall return the card to the Bank within the time stipulated by the Bank in the notice.

23.5 The card holder shall use the card entirely at his/her own risk and shall indemnify and hold the Bank harmless from and against all losses, damages and costs as a result of using the card.

23.6 The card holder undertakes not to divulge his/her PIN/or the card accidentally or otherwise, to any other person. In case the PIN is divulged to any other person, the Bank shall treat that person as an acting agent of the card holder. The card holder shall indemnify and keep the Bank indemnified and harmless from against all losses, damages and costs that may occur as a result of the PIN divulgence.

23.7 The Bank is authorized to act on any telephone instructions that the Bank believes have been given by the card holder or on his/her behalf, where the person giving such instructions provides the Personal Identification Number (PIN) initially generated by card holder or any number(s) substituted by the card holder for the purpose.

23.8 The Bank shall not be liable for insufficiency or inaccuracy of the information given/received through the card and the Bank reserves its right to update and vary such information from time to time and at any time.

23.9 The card holder accepts all debits made to the account arising from use of the card without limitation (except after written notice of loss has been received and acknowledged by the Bank).

23.10 The card holder shall at times remain liable for all the transactions made by the use of the card and shall indemnify the bank against all losses, damages, costs, etc. caused by any unauthorized use of the card. The Bank's record of transaction processed by the card shall be conclusive and binding evidence for all purposes.

23.11 The Bank shall debit the card holder's account with the amount of any withdrawal/transfer payment as affected by the use of the card along with the related bank charges/receivables etc., including charges/taxes/duties levied by the Federal or Provincial Government/and or the switch and all such entries in the account shall be conclusive and binding upon the card holder.

23.12 The card holder shall not pass the card to any other person and undertakes that he/she shall take every possible care to prevent the card from being lost, mislaid or stolen and shall be liable for all losses and consequences resulting therefrom.

23.13 The Bank reserves the right to limit cash withdrawal and total purchases amount from an ATM or POS terminal during 24 hours period and to advise the card holder of such limits from time to time.

23.14 The Bank shall not be responsible for any loss or damages arising directly or indirectly from any malfunction or failure of the card or the ATM/POS or the temporary insufficiency of funds of such machines or the suspension or the closure of the machine for repair or servicing or power breakdown.

23.15 The Bank shall not be liable for any loss to the card holder whatsoever arising out of or in connection with

failure or delay in carrying out his/her instructions.

23.16 The Bank shall debit the card transaction amount to the card account (Customer account(s) linked with the card) as soon as the Bank receives advice electronically or otherwise from the retailer or supplier (POS merchant) in connection therewith.

23.17 In case a merchant makes refund for a debit card transaction, the Bank will credit the card account upon receipt of cleared refund amount from the merchant or settlement Bank in respect of such refund. The Bank will not be responsible for any delay in receiving such refunds.

23.18 The Bank shall have the right to rectify any error in the entries and reverse any erroneous entries in the account due to any bonafide mistake or malfunction of the ATM/POS. The Bank's record of any transaction generated electronically or otherwise shall be conclusive evidence of such transaction.

23.19 The Bank may (but shall not be obliged to) record the telephone instructions in writing and/or by tape recording and/or other method and such record of any instruction shall be conclusive and binding on the card holder. The Bank may in addition require to execute such other documents as may relate to the services or to any such instructions given by the card holder and the card holder shall execute all such documents as may be required by the Bank in this regard.

23.20 These rules and regulations are in addition to and not in substitution for any other agreements, mandates, Terms and Conditions relating to the card holder's account(s) with the Bank.

23.21 I understand that upon issuance of new JS Debit Card to me, the existing ATM card linked to my account will be deactivated within one month of issuance of JS Debit Card.

23.22 The joining fee for JS Debit Card Priority Pass (as per prevailing Schedule of Bank Charges) and any lounge visit will be charged from Customer's Bank account. The details of charges for lounge visit worldwide will accompany the Priority Pass Card.

23.23 Further I authorize JS Bank to cancel Debit Card Application if my account remains persistently unfunded for 30 days.

24. Miscellaneous

24.1 The Bank is subject to all applicable circulars, orders, directives, rules, regulations, laws, decrees and restrictions issued by competent authorities such as Government(s), courts of law and other regulatory authorities in Pakistan and the liability of the Bank for payment is governed by applicable laws and regulations in force in Pakistan at the relevant time or as amended from time to time. Repayment of any deposit account, balances, or interests/profit thereon is subject to any acts of the Government of Pakistan or any competent governmental and/or other regulatory authority in Pakistan.

24.2 Any change in the address/phone/e-mail or constitution of the account holder/depositor should be immediately communicated in writing to the Bank. No responsibility shall be accepted by the Bank for any delay, non-delivery, etc., in case of the incorrect/irrelevant address.

24.3 Account may be transferred from one branch to another branch, free of charge without affecting the profit accruing positions of the amount as the concerning accumulated products of credit balances in such accounts for unaccounted period would also be transferred to the receiving branch along with the credit balance on the date of transfer. The Bank may, at any time, change the location of any of its branches and inform the account holders accordingly.

24.4 In case of a default pertaining to any banking facility provided to the account holder(s)/customer(s), the account holder(s)/customer(s) agrees and acknowledges that the Bank shall have a right to block all debit transactions on such account of the account holder(s), customer(s), irrespective of the nature of the account (either single or joint or to be operated by either or survivor).

24.5 The rate of any profit payable on deposits and Bank's charges may be displayed by the Bank at its branches which may be subject to change from time to time.

24.6 The account holder/depositor shall not have any recourse against the head office or any branch of the Bank outside Pakistan in respect of the payment of any deposits, account balances or profit thereupon maintained or/and accruing with the Bank in Pakistan. Any such rights of recourse are expressly waived.

24.7 In case a deposit matures on a public or Bank holiday, then the Bank shall pay the deposit and/or the return/profit thereon the next working day when the Bank is open for ordinary banking business.

24.8 The Bank in pursuit to comply with laws and regulations may intercept and investigate any payment messages and other information or communications sent to or by the account holder or on the account holder's behalf via other Bank. This process may involve making future enquiries.

24.9 The Bank reserve the right to demand a copy of any identification as the Bank deems fit of any third party who presents himself/herself at any branch of the Bank for the purpose of carrying out a transaction authorized by the account holder.

24.10 The Customer undertakes to abide by all applicable laws, rules and regulations in order to prevent money laundering.

24.11 The Bank shall have the right to block Customer's account in special circumstance without any reference to the Customer. In case of bankruptcy of an individual/partnership Customer, the Bank will stop operation in the account immediately, after the receipt of official notice or as and when becomes aware of it from any reliable source

24.12 The Customer acknowledges that the Bank is subject to the laws and regulations of Pakistan and internal policy of the Bank. The Customer hereby authorizes the Bank to transmit, respond or provide any information pertaining to the Customer, the account(s), the services and transactions relating to the account(s), in its sole discretion and without any reference to the Customer, to any enquiry received from any other bank(s) or any other competent authority or Government agencies under any applicable law, pursuant to a court order and/or to protect the interest of the Bank and its employees, concerning the Customer/account/services/transactions including the balances. The Customer further authorizes the Bank to provide, without any reference to the Customer, any information about him/her and/or his/her account/dealings with the Bank, to State Bank of Pakistan or any credit rating or data collection agency under any arrangements between the member banks of the rating or data collection agency. The Bank is fully indemnified by Customer against any costs, damages or penalties arising therefrom.

24.13 These Terms and Conditions may be revised or modified by the Bank from time to time at its sole discretion and shall be subject to the laws of Islamic Republic of Pakistan, including all notifications, directives, circulars and regulations of the State Bank of Pakistan. The revised or modified terms will become effective upon 30 days of advance notice given to the Customer. Such notice shall be deemed to have been given if displayed at the counters of the Bank or posted on its website.

24.14 The Customer acknowledges by signing/impressing thumb impression on the Account Opening Form that he/she has read or have been read out to him/her and understood and agrees to be bound by these Terms and Conditions. Interpretation of these Terms and Conditions shall be final and binding. However, in case of any dispute, matter will be referred to SBP and the decision of the SBP will be final and binding.

Roshan Digital Account (for NRPs) - Branch Banking Terms and Conditions

These Terms and Conditions apply to the registration of customers and subsequent use of the Branch Banking services (the 'Service'), offered by JS ('JS Bank Limited'). These Terms and Conditions constitute an agreement between you (the 'Customer') and JS when the Customer registers and makes use of the Service. 'Branch Banking' shall bear the meaning ascribed to that term in the Branch Banking Regulations.

1. Only individuals Non-resident Pakistanis ("NRP") aged 18 and above who have valid CNIC/SNIC/NICOP/Pakistan Origin Card holder are eligible for this Account.
2. The Roshan Digital Account ("RDA") can be opened through JS Bank ("Bank")'s official website, WhatsApp Service, or through select participating banks.
3. Both new and existing NRP customers of Bank are eligible to open RDA.
4. RDA is available in both Current and Savings Account variants and in Pakistani Rupees ("LCY") and US Dollar denomination ("FCY").
5. The RDA Current is a non-remunerative account and no profit shall be paid on funds/amount held in Account, however for RDA Savings, the profit will be payable as per the rate prescribed in the prevailing deposit rate sheet for both currencies.
6. Profit for RDA Savings will be calculated on monthly average balance and paid monthly.
7. The LCY RDA may only be funded via Remittance or through own FCY RDA or through other PKR RDA within the same Bank. Hence deposit through any other means shall not be allowed (other than proceeds from disinvestment/sale/maturity of Government of Pakistan's debt securities, residential and commercial real estate, quoted shares, term deposits, and profit/rent/dividend/ interest on such securities/properties/shares/ deposits received on account of investments made from the account and as allowed by SBP from time to time).
8. There is no minimum balance or initial deposit requirement associated with either RDA category (Current or Savings).
9. Free Gold debit card will be issued for RDA.
10. Free SMS alerts for transaction in the RDA shall be sent to the customer's registered mobile number.
11. Activation of RDA may be restricted for debit and credit transactions until complete documentation is checked and reviewed by the Centralized Operation Department of the Bank. The Bank shall intimate the customers regarding the activation of their RDA. However, Bank at its sole discretion reserves the right to accept or reject activation of RDA.
12. Customer shall be liable to provide the information/documents as required by the Bank related to the transactions performed in the RDA to the satisfaction of the Bank.
13. The customer acknowledges internet banking involves inherent risks including risks associated with fraud and unintended or erroneous instructions. The customer hereby accepts all risks and responsibilities appurtenant therewith and bank will not be held responsible if such risks arises due to customer's negligence.
14. I hereby agree and give my consent to Bank for data sharing/data collection, processing data, access to personal data and usage of cookies as per requirements for General Data Protection Regulation (GDPR) and California Consumer Privacy Act (CCPA) and or any applicable laws related to Data Protection enforceable as per my current resident country as required by Bank for opening of RDA.
15. These terms and conditions are in addition to, and form an integral part of, the regular terms and conditions of account opening and its maintenance.

INDIVIDUAL TAX RESIDENCY SELF-CERTIFICATION DECLARATION

1 I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with JS (the 'Bank') setting out how JS may use and share the information supplied by me.

2 I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

3 I certify that I am the Account Holder (or am authorized to sign for the Account Holder) of all the account(s) to which this form relates.

4 I declare that I have neither asked for, nor received, any advice from JS in determining my classification as a Reportable Person or otherwise.

5 I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

6 I undertake to advise JS within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Parts 1 of this form or causes the information contained herein to become incorrect or

incomplete, and to provide JS with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

7 I give my consent to the Bank to use my signature that I have uploaded as part of the online account opening request for placing on the forms including but not limited to Account Opening Form, Sample Specimen Signature for the purpose of Cheque writing and forms related to CRS & FATCA.

Undertaking for Opening of Roshan Digital Account (for NRPs)

I have submitted all necessary information and documents required by JS ["Bank") to open the **Roshan Digital Account ("RDA")**. The information and documents shared by me are true, correct and complete in all aspects. I undertake to provide any further documentation or information which the Bank or regulator may deem necessary for the opening of RDA. I do hereby declare that I am of Pakistani origin and that I have been residing for more than 183 days outside of Pakistan in the last calendar year. I also confirm that I am not a tax resident of Pakistan and. **that the funds being credited/invested/used through the RDA are my own or dependent family member's/spouse's funds and these funds of any other third party shall not be used for credit/invest in the RDA.** I also undertake that I will NOT use RDA for the purpose of facilitating funds from others. I hereby agree and give my consent to Bank for data sharing/data collection, processing data, access to personal data and usage of cookies as per requirements for General Data Protection Regulation (GDPR) and California Consumer Privacy Act (CCPA) and or any applicable laws related to Data Protection enforceable as per my current resident country as required by Bank for opening of RDA. I hereby agree to all the terms and conditions which govern the RDA. I hereby release and indemnify Bank from all liabilities and indemnify the Bank from all actions, costs, suits, claims, demands, penalty, expenses, losses and liabilities whatsoever arising in consequence of opening of RDA, including but not limited to communication of any incorrect information. This Undertaking shall be construed in accordance with the laws of Pakistan and subject to the jurisdiction of the Courts of Pakistan.

DISCLAIMER

I give my consent to the Bank, its authorized officers and personnel, to use my signature that I have uploaded as part of the online account opening request, for placing on the forms, including, but not limited to Account Opening Form, Sample Specimen Signature for the purpose of authenticating, Cheque writing and forms related to CRS & FATCA, and shall be responsible for any legal issue raised in respect thereof and clearly understand that I shall be held accountable for the repercussion, if any, regarding the aforementioned details. I also pledge that I shall be precluded from setting up a case of forgery, negligence, lack of care or warned of authority in this regard, by the Bank and/or any of its authorized officers, employees, etc., acting in good faith in the normal course of banking business. I further hereby unconditionally and irrevocably undertake to hold the Bank and its officers, severally and jointly, harmless and keep indemnified, at all times and from time to time, against all suits, proceedings, actions, judgments, penalties, claims, demands, liabilities, losses, damages, costs (including, without limitation, any legal costs) charges and expenses, taxies and levies, of whatever nature, that may result on account of any defect in the truthfulness, accuracy and completeness of facts and information submitted herein and all consequences arising therefrom, which the Bank or/and its officers, employees, personnel, etc., may sustain, incur, suffer, as a result of acting in accordance with the above mentioned provisions or otherwise, if any loss or damage is caused by Bank's dealing with my account and/or acting in pursuant to the authority, which I shall immediately pay/refund to the Bank, on first demand.