



Habib Bank Zurich plc

HBZ SIRAT e-DEPOSIT ACCOUNT TERMS AND CONDITIONS

November 2020

Habib Bank Zurich plc is incorporated in England & Wales and trades under the name "Habib Bank AG Zurich". Our registered address is at Habib House, 42 Moorgate, London, EC2R 6JJ. Our Company register number is 08864609. Habib Bank Zurich plc is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA.

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PLEASE READ THESE TERMS AND KEEP THEM IN A SAFE PLACE. YOU CAN ASK FOR A FURTHER COPY OF THE TERMS AT ANY TIME, INCLUDING A PAPER COPY. YOU CAN ALSO VIEW AND DOWNLOAD A COPY OF THESE TERMS FROM OUR WEBSITE: www.habibbank.com.

1. INTRODUCTION

- 1.1. These terms and conditions (the "**Terms**") apply to the HBZ Sirat e-Deposit account (the "**Account**") offered by Habib Bank Zurich Plc (the "**Bank**" or "**us**") based on the Islamic financial structure of Wakala.
- 1.2. These Terms apply in addition to, and should be read in conjunction with, (1) the Online Applications that you complete and submit in respect of this Account, (2) the Deposit Confirmation Certificate issued for each Deposit, and (3) any other terms that we provide to you from time to time.
- 1.3. These Terms contain important information regarding the Account. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained within these Terms. Additional and up to date copies are available on request. These Terms are also available on our Website www.habibbank.com.
- 1.4. You can find details of our Expected Profit Rates on our Website and at any of our Branches in the UK.

2. DEFINITIONS

- 2.1. In the Terms:

"**Account**" means your HBZ Sirat e-Deposit account opened by you with us;

"**Account Opening Date**" means the date your Account was opened, as stated in the email we will send to you if your Online Application to open an Account is successful;

"**Actual Profit**" means the profit amount realised by the investment of funds placed in your Account as calculated by the Bank from time to time;

"**Actual Profit Rate**" means the Actual Profit expressed as an annual rate of return;

"**Beneficiary**" means you or the charitable organisation selected by you to receive the profit due on your Deposit in accordance with clause 7, as specified by you from time to time;

"**Branch(es)**" means our branches in the United Kingdom;

"**Business Day**" means Monday to Friday, except if such day falls on a day which is a public holiday in England;

"**Charity Payment Confirmation Certificate**" means the certificate that we will send to you in accordance with Clause 7.4.3 which will confirm the amount of profit that has been paid to your selected charitable organisation;

“Deposit” means the amount you will transfer and deposit in your Account as specified by you in the Online Application (and any new Deposit as provided in clause 13.3);

“Deposit Confirmation Certificate” means the certificate we will send you when your Deposit has been received by us in full and credited to your Account (and any new Deposit Confirmation Certificate as provided in clause 13.3);

“Deposit Term Start Date” means the date stated on a Deposit Confirmation Certificate as the date your Deposit amount was received by us in full and credited to your Account (note that if you pay the Deposit in tranches, as opposed to in one lump sum, the Deposit Term Start Date will be the date that we receive the Deposit amount in full);

“Expected Profit” means the profit amount expected to be generated from the investment of funds placed in your Account;

“Expected Profit Rate” means the Expected Profit expressed as an annual rate of return;

“Fixed Deposit Term” means the period of time chosen by you when completing the Online Application (and any new Fixed Deposit Term as provided in clause 13.3) during which you agree you will not be able to withdraw your Deposit;

“Instruction Form” has the meaning given to it in clause 13.1;

“Maturity Date” means the last day of the Fixed Deposit Term, as stated in the Deposit Confirmation Certificate;

“Online Application” means the online application form that you are required to complete in order to open an Account and/or place a Deposit;

“Security Details” has the meaning given to it in clause 17.1;

“Shariah Advisor” an Independent Scholar specialised in Islamic jurisprudence providing guidance, rulings and, where applicable, Fatwas in respect of our accounts, products and services;

“you” and **“your”** means the account holder or if the Account is in joint names, all account holders;

“we”, “us” and **“our”** means the UK operations of Habib Bank Zurich plc and whose registered address in the UK is Habib House, 42 Moorgate, London EC2R 6JJ; and

“Website” means our website which is accessed by clicking on the link for the UK on the website www.habibbank.com; and

“Wakala” means an investment agency arrangement whereby you appoint us as your agent to invest your funds in Shariah compliant activities with the aim of generating profit.

3. INFORMATION ABOUT US

- 3.1. Habib Bank Zurich plc is incorporated in England and Wales and trades under the name of "Habib Bank AG Zurich". It operates in the UK through its network of Branches. Our registered address in the UK is Habib House, 42 Moorgate, London EC2R 6JJ. Our Company registration number in the UK is 08864609.

- 3.2. Habib Bank Zurich plc is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA. Our details are included on the Financial Services Register with the registration number 627671. You can contact the FCA at 12 Endeavour Square, London E20 1JN, England or by telephone on 0800 111 6768 (from UK) or +44 20 7066 1000 (from abroad). You can view the FCA's register at <http://www.fca.org.uk/register>.

4. SHARIAH COMPLIANCE

- 4.1. This Account is structured, managed and operated in compliance with Shariah principles as set out in the Shariah Standards of the Accounting and Auditing Organisation of Islamic Financial Institutions (AAOIFI) (where applicable) and the guidance provided by our Shariah Advisor.
- 4.2. **By submitting an Online Application you hereby confirm and agree to:**
- 4.2.1. submit exclusively to the Shariah Advisor's interpretation of the applicable Shariah rules in relation to our Shariah compliant products and services;
 - 4.2.2. raise no objections, as to matters of Shariah compliance in respect of, or otherwise in relation to our Shariah compliant products and services; and
 - 4.2.3. allow the opinion of the Shariah Advisor to be implemented by the courts of England and Wales (if required), however note that nothing in these Terms shall exclude or restrict any duty or liability which we may have to you under the FCA's rules.
- 4.3. All monies held in this Account will be used in conformity with the rules of Shariah as determined by our Shariah Advisor. This means that we will not use your funds for interest-based/prohibited transactions and we will deploy the deposited funds only in Shariah compliant activities.
- 4.4. We both recognise and agree that the payment/receipt of interest is prohibited in Shariah and accordingly, to the extent that any court in the UK would impose any obligation to pay/receive interest, we both irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.
- 4.5. **If you have any questions about the Shariah compliance of the HBZ Sirat e-Deposit Accounts, please contact us before submitting your Online Application using the contact details in clause 5.3.**

5. CONTACTING EACH OTHER

- 5.1. We may contact you by post, telephone or email by using the latest mailing address, telephone number(s) or email address that you have provided us with. It is your responsibility to ensure that we have your correct contact details. If you do not wish to be contacted by a certain method, please notify us using the contact details contained in clause 5.3.
- 5.2. In the case of any joint account, correspondence (including statements) will normally be addressed to the name(s) mentioned in the title of the Account shown in our records (subject to any legal requirements or unless you request otherwise) and sent to the correspondence address provided to us. Each account holder named in the title of the Account is responsible for passing information we send to the other account holders (we will notify you in advance which account holders are named in the title of the account) and by submitting an Online Application form, you are consenting to this practice.

5.3. You may contact us in any of the following ways:

You can write to us at:

Centralized Account Maintenance
Habib Bank Zurich plc
42 Moorgate
London,
EC2R 6JJ

Telephone: +44 (0) 20 7452 0205. Our lines are open Monday to Friday between 9am to 5 pm.

Or

E-mail: edeposit.uk@habibbank.com

5.4. If you email us, or give us your email address, we will keep a record of this and you agree to communications being sent to you at that email address. We will not give your email address to any unauthorised third parties. However, if you send us an email, please remember that it will be insecure and could be intercepted. If you do send us an email, please keep the amount of confidential information you include to a minimum. We will do likewise when we reply.

5.5. It is imperative that you inform us of any change in your name, address, telephone number or email address registered in our records by writing to us. In such cases we may require the original(s) or certified copies of the following (which documents we require will depend on the nature of the change):

- Your passport or driving licence;
- A bank statement less than 3 months old (Original – Not one obtained from the internet);
- Utility bill less than 3 months old; and/or
- Council tax bill / letter (For the current year).

5.6. We may monitor or record telephone calls, emails, text messages or other communications in accordance with applicable laws. Such recording or monitoring may take place so that we can check your instructions and monitor our quality of service, for business purposes such as quality control and training and prevention of unauthorised use of our telecommunications systems, our Website, ensuring effective systems operation, prevention and detection of crime, and protection of your personal data.

5.7. All written communications between us will be in English.

6. WAKALA CONDITIONS

6.1. By opening an Account, you appoint us as your agent, and authorise us, to invest the funds placed in your Account in Shariah compliant investment transactions with the aim of generating profit.

6.2. The Fixed Deposit Terms and associated Expected Profit Rates offered by us are displayed on our Website. However, it is important to note that the Expected Profit Rates are indicative only and the

profit amount that you will receive will be based on the actual performance of the investment activities.

- 6.3. Prior to opening the Account and/or placing a Deposit, you will be required to specify, among others, the Deposit amount, the Fixed Deposit Term and associated Expected Profit Rate as specified on our Website.
- 6.4. You agree that the funds placed in your Account may be consolidated and aggregated in a general pool of funds along with our own funds and with funds received from other HBZ Sirat e-Deposit customers to carry out the investments.
- 6.5. We hereby confirm to you that, in performing our obligations under these Terms, we shall look after your interests and shall act dutifully and in good faith. We further confirm that we shall manage the investment of your funds with the same degree of care as we exercise with regard to similar investments which we would manage for our own account and we shall only enter into investments which, in our reasonable judgment, shall have the combined effect of achieving the agreed Expected Profit Rate.
- 6.6. On the Maturity Date, we shall pay the due profit amount as per the following:
 - 6.6.1. if the investment activities achieved an Actual Profit Rate that is equal to, or higher than, the Expected Profit Rate agreed with you, the selected Beneficiary will receive the Actual Profit capped at the Expected Profit, while we will be entitled to retain any profit amount exceeding the Expected Profit as an incentive for our good performance; or
 - 6.6.2. if the investment activities achieve an Actual Profit Rate that is less than the Expected Profit Rate agreed with you, the selected Beneficiary will receive the Actual Profit which, in this case, will be less than the Expected Profit anticipated by you, while we will receive nothing.
- 6.7. We hereby confirm that we have the system and the means to monitor the performance and the profitability of the investments continuously on a monthly basis. If we believe that the Expected Profit Rate might no longer be achievable, we shall inform you and may offer you a revised (lower) Expected Profit Rate. In such case, you will have the option to either accept the revised Expected Profit Rate or request the termination of the Account where you shall become entitled to receive the deposited funds and any profit accrued up to the termination date.
- 6.8. If we reasonably believe, at any point of time, that the deposited funds are at risk of being lost, we will close the Account immediately by returning the full Deposit amount, together with accrued but unpaid profit to your nominated account.
- 6.9. If your Deposit returns a loss, we shall, as per the UK banking regulations, offer to compensate you for any losses you have suffered by returning your Deposit to you in full. You are entitled to accept or refuse this offer from us. We would like to draw your attention to the following guidance from our Shariah Advisor in relation to this matter:
 - 6.9.1. if the loss was due to our misconduct, negligence or breach of contractual obligations, your acceptance of our offer will be Shariah compliant;
 - 6.9.2. if the loss was not due to our misconduct, negligence or breach of contractual obligations, your acceptance of our offer will be violating Shariah principles.

7. OPTIONAL PAYMENT TO CHARITY

- 7.1. As the Account holder, you have the right to receive the profit due on your Deposit (as calculated in accordance with clause 6.6). However, we may give you the option from time to time for you to pay all of the profit to charitable organisations instead.
- 7.2. If we decide to offer such option and you wish to donate all of your due profit, you must select this option on the Online Application where you will be prompted to select a charitable organisation approved by the Bank to be the Beneficiary. This will be your only opportunity to elect to donate all of your due profit to one of our approved charitable organisations. You cannot select this option once the Fixed Deposit Term has started. Equally, if you elect to donate all of your profit to charity on the Online Application, you will not be permitted to change this selection once the Fixed Deposit Term has started.
- 7.3. The list of approved charitable organisations will be available on our Website and we may update it from time to time. You will not be able to select a charitable organisation other than the ones approved in our list.
- 7.4. If you have selected a charitable organisation as the Beneficiary, then, on the Maturity Date, we will
 - 7.4.1. pay all of the due profit to your selected charitable organisation;
 - 7.4.2. return your Deposit to you (unless you inform us that you wish to place it as a new Deposit in accordance with Clause 13.3); and
 - 7.4.3. send you a Charity Payment Confirmation Certificate.

8. THE FIXED DEPOSIT TERM

- 8.1. This Account is for Fixed Deposit Term(s). This means that you should not place your funds in the Account if you may need to have access to them before the Fixed Deposit Term ends.
- 8.2. You **CANNOT** withdraw your money from your Account until the Fixed Deposit Term ends except in “exceptional circumstances”, as explained in clause 14.3.
- 8.3. You will need to select the Fixed Deposit Term when completing the Online Application. The Fixed Deposit Term will start on the Deposit Term Start Date and end on the Maturity Date.

9. ELIGIBILITY AND OPENING AN ACCOUNT

- 9.1. The Account is a fixed term internet account. This means that it can only be applied for online.
- 9.2. The Account is offered to new bank individual customers only. This means that you will not be eligible to open an Account if you are an existing current account customer of the Bank or if you are a business customer (i.e., sole trader, partnership, corporate club, society, association, personal representative, trustee, charity, or any other type of business). However, you are eligible to open an Account if the only product that you have with us is an online fixed deposit account.
- 9.3. In order to be eligible to open an Account:

9.3.1. if you are a new customer: (i) you need to be an individual (person): (ii) aged 18 or over; (iii) resident in the UK for tax purposes; (iv) have a permanent verifiable UK address; and (v) have a personal current account with a bank or building society in the UK other than with us; and

9.3.2. you must have fully completed the Online Application.

9.4. When you apply to open an Account with us, we may ask you for certain information (including, without limitation, proof of your identity, proof of address, source of your wealth and funds) to help protect you, us and third parties against fraudulent use of the banking system and financial crime. You must promptly tell us of any variation to any of these documents or the facts contained in them after you have provided them to us.

9.5. We verify your identity and address by checking a number of electronic databases, such as making credit reference agency (the CRA) searches (please see clause 21 for further details about the credit reference checks that we undertake and how we protect your personal data). This process involves matching your personal details against a range of publicly available records and credit records. We will require you to provide us with details of your current passport or driving licence in order to process your Online Application. If we are not able to verify the details provided to us, for example if you have recently moved house or have little or no credit history or for any other reason, we will ask you to provide documentary proof of identity. We may, if necessary, require you to provide us with a certified copy of your passport or some other documents.

9.6. If we are not able to verify your details and/or you do not provide any documents that we have requested, we will not be able to open an Account for you.

9.7. We reserve the right in our sole opinion to decline your application to open an Account.

9.8. If your application to open an Account is successful, then we will send you a text message and an email to the mobile number and email address you provided in the Online Application. The text and email will state the reference number of your Online Application and your Account details, such as account name, account number and sort code. Please use these details when transferring your Deposit.

10. SOLE OR JOINT ACCOUNT

10.1. You can open a sole or joint account for up to two individuals.

Joint Account

10.2. If you open a joint account, subject to clause 10.3, we will act on the instructions of any one of you, but you are each (individually and jointly) responsible for the Account and for any losses suffered by the Bank or any other person as a result of operating the Account.

10.3. You each authorise us to accept instructions signed or given by any one of you except where the instruction is to convert a joint account to a sole account, in which case we will require instructions from all joint account holders.

10.4. If any one of you tells us of a dispute between the joint account holders, we may treat this as notice of cancellation of the authority set out in clause 10.3. If we do, any further transactions we will need the authority of all the joint account holders and the use of online banking may be suspended. You will still be responsible to us individually and jointly.

10.5. In the event of the death of any of you, the survivor will have authority to continue to operate the Account. The funds will be made available to the survivor on the Account, who may choose to keep the funds invested.

10.6. Any notices sent by us to any of the Account holders will count as notice sent to all of the parties

Giving us instructions

10.7. We can act on instructions given by you:

10.7.1. on a document bearing your original signature(s); or

10.7.2. by telephone or email (subject to clause 17 below and our verification and security procedures being satisfied) unless in these Terms we have specified that such instruction must be in writing. You agree that we may rely on any information quoted in an instruction as correct.

10.8. We can refuse to act on any instruction if:

10.8.1. we believe that you did not give us the instruction;

10.8.2. the instruction is not clear or incomplete;

10.8.3. we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or

10.8.4. we believe that the instruction requires further validation/verification.

11. DEPOSIT REQUIREMENTS

11.1. The minimum and maximum deposit required to open an Account is:

11.1.1. Minimum amount of £5,000 (Pounds Sterling one thousand); and

11.1.2. Maximum amount of £1,000,000 (Pounds Sterling one million).

11.2. We may change the minimum and maximum deposit requirements from time to time in accordance with clause 19.

11.3. If we change the maximum or minimum deposit requirements while you have an active Deposit with us (i.e., after the Deposit Term Start Date of your existing Deposit), you will not be required to increase or decrease the amount of your Deposit to match the new requirements. However, you will be required to observe the new deposit requirements for any new Deposit you place in the Account after the changes have taken effect.

12. DEPOSIT PAYMENT

12.1. In the Online Application, you are required to indicate, among others, the amount of your Deposit and the account details where the funds will be coming from.

- 12.2. You may increase or decrease the specified Deposit amount prior to the Deposit Term Start Date by sending us an email to us specifying the new adjusted Deposit amount provided that:
 - 12.2.1. the Deposit amount specified in the original Online Application has not been received in the Account (in other words, the Fixed Deposit Term has not commenced yet); and
 - 12.2.2. the new Deposit amount is received in the Account within 30 (thirty) calendar days from the Account Opening Date.
- 12.3. We must receive and credit your Account with your full Deposit within 30 (thirty) calendar days of the Account Opening Date. Subject to clause 12.13, your Account will be automatically closed if the full amount of your Deposit (as specified in the Online Application) is not received and credited to the Account within 30 calendar days of the Account Opening Date. If your Account is closed in accordance with this Clause 12.3 and you later decide that you would like to re-open the Account, you will need to complete a new Online Application and we may not be able to guarantee the same terms (i.e. the same Expected Profit and / or Fixed Deposit Term).
- 12.4. You are permitted to transfer the Deposit to us in tranches (as opposed to transferring the entire Deposit to us in one transaction), provided we receive the full Deposit within 30 (thirty) calendar days of the Account Opening Date.
- 12.5. The Deposit Term Start Date will be determined based on when the full Deposit amount is received in your Account. This means that you will not earn any profit on the transferred funds until the full Deposit amount is credited to your Account.
- 12.6. The payment or transfer of the Deposit into your Account must be done from a UK bank or building society account held in your name. Any change to the account details from where the funds will be coming or to be returned must be notified by writing to us or emailing us.
- 12.7. You are not allowed to pay/transfer the Deposit from a non-UK bank or building society and if you do then we will notify you and return the funds to you.
- 12.8. You can pay or transfer the Deposit in any of the following ways:
 - 12.8.1. by sending us a cheque made payable to yourself from your own bank account with a UK bank or building society. On the reverse of your cheque you must write the Account name, Account number, and the reference number of your Online Application (as specified in the text message and email sent to you upon opening the Account). Note that once we receive your cheque, it will take 2 Business Days for the cheque to clear and for the funds to be deposited into your Account;
 - 12.8.2. by using the online banking services of your UK bank or building society; or
 - 12.8.3. by asking your UK bank or building society.
- 12.9. When you transfer/pay the Deposit, you must quote the reference number of your Online Application which will have been sent to you in the text message and in the email mentioned in clause 9.8 above.

- 12.10. We will send you a Deposit Confirmation Certificate once your full Deposit amount is received in your Account. The Deposit Confirmation Certificate will be sent to your registered email and a paper copy thereof will be sent to your residential address. You should check the Certificate to ensure that the details are correct and in line with your Online Application. You should inform us using the contact details in clause 5.3 within 7 days from the date that you receive the Deposit Confirmation Certificate if there are any discrepancies between the Deposit Confirmation Certificate and the Online Application.
- 12.11. Once we receive the full amount of your Deposit, you cannot increase or decrease the Deposit amount until the Fixed Deposit Term ends.
- 12.12. If you would like to invest additional funds in excess of the Deposit amount specified in your original Online Application, you must submit a new Online Application with details of the new Deposit amount. These Terms will apply to any additional Online Application that you complete and submit to us. If we accept any additional Online Application(s), the additional Deposit(s) will be placed in the same Account as your original Deposit, however you can choose a different Fixed Deposit Term (and subsequently Expected Profit Rate) for any additional Deposit(s). We will send you a Deposit Confirmation Certificate for each additional Deposit you place in the Account. If you would like more information about how to invest additional funds in excess of the Deposit or you would like assistance with the application process, please contact our Customer Service Team on +44 207 452 0205.
- 12.13. If you are unable to pay the Deposit within 30 calendar days of the Account Opening Date, or you wish to reduce the amount of the Deposit, please notify us using the contact details in clause 5.3. We may, at our sole discretion, give you additional time to pay the Deposit or agree to a reduced Deposit amount (as applicable), provided you notify us before the Fixed Term Start Date and within 30 calendar days of the Account Opening Date.
- 12.14. If we decide to close your Account in accordance with clause 12.3, but you have already paid part of the Deposit to us, we will return the funds to the account where the money was transferred from.

13. WHAT HAPPENS WHEN THE FIXED DEPOSIT TERM ENDS

- 13.1. We will send you a reminder at least 14 (fourteen) days before the Fixed Deposit Term ends, along with various information (such as the current Expected Profit Rates for HBZ Sirat e-Deposit Accounts and other accounts/products we believe may be of interest to you) and form(s) for you to complete, sign and return to us advising us what you wish us to do with your money after the Fixed Deposit Term ends ("**Instruction Form**").
- 13.2. The Instruction Form should be either posted to us or sent by email using the contact details set out in clause 5.3. Note that if you send your Instruction Form to us via email, you must send it from the email address that we have on our records for you. If we receive your Instruction Form before the Fixed Deposit Term ends and you indicate that you want your Deposit and / or profit earned to be transferred to you then we will transfer the funds into the nominated bank account you specified in the Online Application. If you indicate that you would like all of the profit earned to be donated to charity in accordance with clause 7, we will pay the selected charitable organisation and send a payment confirmation to you. If you wish for us to transfer these funds into a different account (which account must be in your name and with a bank or a building society in the UK), then you must notify us of this change in the Instruction Form and return it to us so that we receive it at least 7 (seven) days before the Fixed Deposit Term ends. You will also need to provide us with an original or a copy of a bank statement for the account so that we can verify the account details. This must be provided to us with the Instruction Form.

- 13.3. If we receive your Instruction Form before the Fixed Deposit Term ends and you indicate that you want all or part of your Deposit and/or due profit to remain in your Account but with a new Fixed Deposit Term, then we will consider your request (without any obligation to agree to your request). If we agree to your request then we will send you an email with a Deposit Confirmation Certificate confirming the Deposit amount, the Expected Profit, Expected Profit Rate and the Fixed Deposit Term and it will be deemed and you agree that: (i) your funds will be placed as a new Deposit; (ii) the new Deposit is subject to the prevailing Expected Profit Rate specified in the new Deposit Confirmation Certificate; and (iii) such new Deposit is subject to these Terms.
- 13.4. If we do not receive your Instruction Form before the Fixed Deposit Term ends or if we do but it is incomplete, unclear or it does not comply with these Terms, then your Deposit and any due profit will remain in your Account but no further profit will accrue until you advise us (to our reasonable satisfaction) in writing what you wish us to do.

14. WITHDRAWAL AND CLOSURE OF YOUR ACCOUNT

- 14.1. Subject to these Terms, you can close/cancel your Account without penalty if you notify us using our contact details in clause 5.3 within 14 days after opening your Account provided that your Deposit has not been received in full in your Account. If you decide to close your Account, but you have already paid part of the Deposit to us, we will return the funds to the account where the money was transferred from.
- 14.2. Unless clause 14.3 is applicable, once we receive your Deposit in full, you will be not be able to cancel or close your Account during the Fixed Deposit Term (i.e., you cannot close your Account on or after the Deposit Term Start Date).
- 14.3. Withdrawals or early closure of your Account is not permitted unless there are “exceptional circumstances” and you submit a request informing us of such circumstances. In such case we may (without any obligation and in our sole discretion), agree on the early withdrawal of your Deposit and/or closure of your Account. However, we reserve the right to revise the Expected Profit Rate specified in the relevant Deposit Confirmation Certificate and pay you a revised/lower profit rate if we accept to let you withdraw your Deposit and/or close your Account before the Maturity Date. You will not be charged for this. We may ask you to provide evidence to support your request. If you wish to early withdraw your Deposit or close your Account and you believe there is an exceptional circumstance for doing so, please contact us using the contact details in clause 5.3 and we will consider your request.
- 14.4. If we allow you to withdraw funds within 30 days from Deposit Term Start Date, no profit will be paid.
- 14.5. Subject to applicable law, we may close your Account at any time where:
- 14.5.1. you have seriously or persistently broken any of these Terms;
 - 14.5.2. you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
 - 14.5.3. your Account is, or we reasonably suspect your Account is, being used for an illegal purpose;
 - 14.5.4. you are, or we reasonably suspect you may be acting fraudulently;

- 14.5.5. your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your Account;
 - 14.5.6. you were not entitled to open your Account; or
 - 14.5.7. if we reasonably consider that by continuing this agreement: (i) we may break a law, regulation, code, court order or other duty; or (ii) we, our parent or another member of our parents group, may be exposed to any action or censure from any government, regulator or law enforcement agency or there is in our sole opinion a reputational risk.
- 14.6. Subject to applicable law, we will give you notice in writing immediately after your Account has been closed.
- 14.7. We may close your Account for any other reason by giving you at least 60 days written notice. If we decide to close your Account in accordance with this clause, we will return your Deposit along with any profit that has accrued (in accordance with clause 6.6) by either issuing a cheque or by transferring the funds to the bank account where the funds were transferred from. If you wish for us to transfer the funds into a different account (which account should be in your name and with a bank or a building society in the UK), then you must inform us in writing it at least 7 (seven) days before the Account is to be closed. You will also need to provide us with an original or a copy of a bank statement for the account so that we can verify the account details.

15. TAX PAYABLE ON YOUR FUNDS

- 15.1. Please note all profit you receive in accordance with clause 6 will be without any tax deducted (i.e. paid at gross rate). It is your responsibility to ensure that tax is paid on any profit received exceeding your Personal Savings Allowance to which you are entitled. This will need to be paid directly to HM Revenue & Customs ('HMRC').
- 15.2. Please note that you may be subject to external or additional tax or costs that we do not charge or deduct. For example, you may be liable to pay extra/higher rate of income tax on the profit you earn depending on your individual circumstances.
- 15.3. Please contact the HMRC directly at www.hmrc.gov.uk if you need more information on tax or tax exemptions.

CRS (Common Reporting Standards)

- 15.4. We may require you to provide us with information and documentation in relation to your tax obligations both within the UK and, where appropriate, overseas.
- 15.5. You understand and acknowledge that the Bank may provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Bank for tax purposes, a copy of this form and may disclose to such tax authorities or such party any additional information that the Bank may have in its possession. You further acknowledge that information contained in this form and information regarding income paid or credited to or for the benefit of the account(s) you are applying for may be reported to the tax authorities of the country in which such income arises and that those tax authorities may provide the information to the country or countries in which you are a resident for tax purposes pursuant to and in accordance with the relevant tax regulations.

- 15.6. You understand and acknowledge that the Bank may provide, directly or indirectly, a copy of the online application form and information regarding income paid or credited to or for the benefit of the account(s) you are applying for to: (i) any person that has control, receipt, or custody of income to which this form relates; (ii) any person that can disburse or make payments of income to which this form relates; or (iii) any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes.
- 15.7. By completing an Online Application, you certify that you are the beneficial owner (or are authorised to sign for the individual that is the beneficial owner) of all the income to which this form relates or are using this form to document yourself as an individual that is an owner of an account held at the Bank.
- 15.8. By completing an Online Application, You confirm that all the assets deposited with the Bank under the above indicated banking relationship are fully declared and subject to regular income / wealth taxation in accordance with the relevant tax regulations and that any and all transactions, in which the Bank is to provide banking services, are effected for legitimate reasons and do not form or intend to form part of a scheme or an arrangement for which the main purpose, or one of the purposes, is the illegal avoidance of tax liability in the relevant tax jurisdiction(s).
- 15.9. You declare that all information provided and the statements made in this Declaration are, to the best of your knowledge and belief, correct and complete and undertake to submit a new form within 30 days if any certification on this form becomes incorrect. Further, You acknowledge that reporting and/or disclosure consequences may occur, if you fail to comply with my obligations to submit the necessary forms and/or documentation following a change in circumstances.
- 15.10. In this clause, IGA: Means any of: the inter-governmental agreements between the UK and Gibraltar, Guernsey, Isle of Man or Jersey to improve international compliance signed in October/November 2013, as such agreements have effect from time to time.
- 15.11. OECD CRS: This term means the OECD Model Competent Authority Agreement and Common Reporting Standard, as amended from time to time.
- 15.12. We will not provide tax advice in relation to the money or other assets we deal with on your behalf and you are responsible for obtaining your own tax advice.

Change of Circumstances in Status as Non-U.S. Person

- 15.13. For the duration of the contractual relationship with us, you must notify us, on your own initiative and within 30 days, if your status (and/or the status of any other (additional) beneficial owner of the relationship) as a Non-U.S. Person under U.S. tax principles changes to the status of a U.S. Person under U.S. tax principles.

16. STATEMENTS

- 16.1. We will not send you any paper statements relating to your Account. However, a Deposit Confirmation Certificate will be sent out to you detailing your Deposit amount, the Fixed Deposit Term, the and Expected Profit when your Deposit is placed (i.e. on the Deposit Term Start Date).

17. SECURITY

- 17.1. You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details relating to your Account (the "**Security Details**"). These precautions include but are not limited to the following, as applicable:

- 17.1.1. never writing down or otherwise recording your Security Details such as personal details, passwords and account number in a way that can be understood by someone else;
 - 17.1.2. not choosing Security Details that may be easy to guess;
 - 17.1.3. keeping your Security Details unique to your Account; and
 - 17.1.4. changing your Security Details immediately and telling us as soon as possible if you know, or even suspect, that your details may have been compromised.
- 17.2. If any Security Details are lost or stolen, or you suspect that someone has used or tried to use them, you must notify us without delay by calling the phone numbers available on our Website.
- 17.3. We may suspend, withdraw or restrict the use of telephone and/or email instructions/services where:
- 17.3.1. we have reasonable grounds to suspect that your Security Details have not been kept safe or are compromised; or
 - 17.3.2. we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Details.
- 17.4. Unless we are unable to contact you or there is a legal reason or there are other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible, we will notify you in writing and give our reasons.

18. UNFORESEEN CIRCUMSTANCES

- 18.1. We will not be responsible to you if we fail to comply with any of the Terms:
- 18.1.1. due to abnormal and unforeseen circumstances beyond our control, the consequence of which would have been unavoidable despite all efforts to the contrary; or
 - 18.1.2. where our failure to comply is due to obligations under international, European or national laws.

19. CHANGING THE TERMS

- 19.1. We may make changes to these Terms (including introducing new charges for example) by giving you at least 60 days advance written notice and will be published on our Website.
- 19.2. You may terminate your Deposit and request closure of your Account within 60 days (or such other period required by law) of the date of any advance notice of a change we send to you or, if longer, up to the date the change is due to take effect. In this case, we will return to you the Deposit amount and any profit that accrued (in accordance with clause 5.6) up to the termination date. There will be no charge for this. If you do not tell us that you want to close your Account, then we will assume you have accepted the change and it will take effect automatically.

20. REASONS FOR MAKING CHANGES

20.1. We may make any change to these Terms for any valid reasons, not limited to:

- 20.1.1. if the change is favourable to you;
- 20.1.2. following, or in anticipation of, and to respond to a change in any relevant laws, regulation or to respond to a change in industry guidance or code of practice or good banking practice;
- 20.1.3. to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body;
- 20.1.4. to respond to the costs or consequences of any event beyond our control that may impact our provision of Accounts, services or facilities to you;
- 20.1.5. to respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation; or
- 20.1.6. to improve the services that we provide.

20.2. Where we make any change under this clause, the change will be proportionate to the underlying reason for the change.

21. YOUR INFORMATION, DISCLOSURE AND CREDIT REFERENCE AGENCIES

21.1. We take the privacy of your personal information seriously. Our Privacy Notice informs you about:

- 21.1.1. how we collect, use, share and look after your personal data;
- 21.1.2. when information and personal data is provided to us relating to your relationship with us such as when we use Credit Reference Agencies to perform credit and identify checks; and
- 21.1.3. your privacy rights and how the law protects you.

21.2. The Privacy Notice is available on our Website at www.habibbank.com or if you prefer, you can contact us by phone or post and we will send you a copy in the post.

21.3. We monitor and regularly update our policies and procedures to maintain the privacy of your personal information. Consequently, our Privacy Notice may change from time to time. We recommend that you check it on a regular basis.

21.4. In this clause, the following terms shall have the meanings given in Regulation 2016/679 (the General Data Protection Regulation (GDPR, together with any relevant national implementing or supplement legislation, including the Data Protection Act 2018, "Applicable Data Protection Law"): "controller", "processor", "personal data", "data subject" and "processing" (and "process").

21.5. We are a controller in relation to the personal data that you (the data subject) provide to us in relation to the personal data that we receive from a third party about you. We will process your personal data as set out in the Privacy Notice which can be found at www.habibbank.com.

22. OUR RIGHT OF “SET-OFF”

- 22.1. We shall have a right of set-off and lien on credit balances in your Account.
- 22.2. If any accounts you hold with us (in your sole name or which you hold jointly with another person(s)) are in credit we may use that money to repay any amount you owe us on any other account you hold with us (in your sole name or which you hold jointly with another person(s)), with our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank AG Zurich (unless we are prevented from doing so by law).
- 22.3. We will not use our right of set-off against any money which we hold in the Account which you have advised us is not yours, or against any money which we are required to hold by law in an account in your name for someone else, or in any way that contravenes any law, regulation, code of conduct or industry guidance.
- 22.4. If we are considering exercising our right of set-off, we will notify you as soon as reasonably practicable and in any event 14 days before we exercise our right to set off under this Clause 22. We shall also notify you once we have exercised our right to set-off under this clause.
- 22.5. We shall not be liable for any loss you may incur as a result of the exercise of this right.

23. ASSIGNMENT

- 23.1. We may transfer, assign, or pass our rights or obligations under these Terms /agreement or arrange for any other person or organisation (a transferee) to carry out our rights or obligations under these Terms /agreement. We will only do this if the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer and we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.
- 23.2. You may not transfer or assign any of your rights or obligations under these Terms.

24. YOUR STATUTORY RIGHTS

- 24.1. Nothing in these Terms will reduce your statutory rights including your rights relating to misdescribed accounts or services or any rights you may have to close your Account and/or claim compensation.

25. COMPLAINT HANDLING AND REDRESS

- 25.1. If you wish to make a complaint about any of our products or services, please contact us in person, by writing to us or by post, email or telephone using the contact detailed contained in clause 5.3. Further information on our complaints handling procedures is available upon request in our Branches or by telephoning us. We will investigate the circumstances and, if necessary, set about putting matters right, as quickly as possible.
- 25.2. In the unlikely event that we are unable to resolve your complaint, or if you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service if you are eligible, details of which are available on request. The Financial Ombudsman Service provides an out-of-court complaint and redress mechanism. You can contact the Financial Ombudsman Service directly at Exchange

Tower, London, E14 9SR, by telephoning 0845 080 1800 or by visiting their website www.financialombudsman.org.uk.

- 25.3. We are also covered by the Financial Services Compensation Scheme (the “FSCS”). The FSCS can pay compensation to depositors if they are eligible and a bank is unable to meet its financial obligations (for instance if the bank stops trading or becomes insolvent). You may be entitled to compensation from the FSCS if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Most depositors including most individuals and small businesses are covered by the FSCS.
- 25.4. In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, each depositor would have a separate claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS deposit limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor’s accounts with us, including their share of any joint account and not to each separate account.
- 25.5. For further information about the FSCS (including the current limits, amounts covered and eligibility to claim please contact the FSCS, 10th Floor, Beaufort House, 15 St Botolph St, London, EC3A 7QU, telephone 020 7892 7300 or on their website www.fscs.org.uk.

26. WAIVER

- 26.1. No delay or omission by us in exercising any of its rights shall operate or be construed as a waiver, nor shall any single or partial exercise of any such right prevent any other or further exercise thereof or the exercise of any other right.

27. COMPLIANCE WITH LAW

- 27.1. We may take whatever action we consider appropriate to meet any obligations, relating to the prevention of fraud, money laundering, terrorist activity, bribery, corruption, tax evasion and the provision of financial and other services to persons who may be subject to economic or trade sanctions.
- 27.2. We shall not be responsible to you or any third party for any loss incurred as a result of us taking the actions set out in the clause above, however note that nothing in these Terms shall exclude or restrict any duty or liability which we may have to you under the FCA's rules.
- 27.3. You shall be responsible for complying with all laws and regulations applicable to you. This also includes your obligation to declare and pay taxes

28. GOVERNING LAW AND JURISDICTION

- 28.1. For accounts opened in the UK, these Terms are governed by the laws of England and Wales as are our dealings with you. You and we submit to the exclusive jurisdiction of the courts of England and Wales.