

TERMS & CONDITIONS

Account Number :

Unique Customer ID :

Opening an Account

Eligibility, interest, fees & charges*, documentation requirements and other conditions shall be applied as per feature of the product. Bank's Account Opening Officer will explain details of the product to the customer (s) before opening of the accounts. No interest is given on Current Accounts. The customer (s) should ask the Bank's Officer on the product features and fees & charges for different services related to operation of the account. (*fees and charges is available in schedule of charges at www.nccbank.com.bd)

Governing Law, Regulations and Rules

These terms and conditions shall apply to such accounts and services as offered by the Bank to its customers, existing or new, from time to time. The terms and conditions herein shall be governed by the rules and regulations of the Central Bank of Bangladesh, Government of Bangladesh and the Bank's policies and practices.

Acceptance of Rules

Any entity/person opening the account shall be deemed to have read, understood and accepted the terms and conditions herein governing the account.

Information about Customers

It is the Bank's policy that it will offer high quality services to customers but not to customers who are engaged in illegal activities and activities that are harmful to the welfare of the people of the country. It is therefore necessary for the Bank to obtain information about its customers that are true and correct. The customer agrees to provide the Bank such information, particulars and documents as the Bank may require from time to time in connection with customer's financial condition, background and dealings with the Bank and business. All information, particulars and documents that the customer provides must be true, correct and complete and that if there are any change to the information provided, the customer will immediately inform the Bank in writing. The customer authorizes the Bank to obtain any information that the Bank considers necessary from other banks, organizations and sources that provide information relative to the customer's financial conditions. It is the Bank's policy to maintain confidentiality of customer information. However, the laws and regulations in Bangladesh may require disclosure customer's information to government organizations and/or regulatory organizations such as the Bangladesh Bank. The Bank may also consider sharing customer information in a way that it considers most suitable with other organizations to improve banking services. The customer authorizes the Bank to disclose or share information at the sole discretion of the Bank and indemnifies the Bank from any accidental disclosure of information during the process of printing, transportation and filing of information.

Initial deposit and minimum balance

An Account Holder has to ensure initial minimum deposit and maintenance of minimum balance for regular and other specially designed Current/Savings/SND accounts as per Standard Operating Procedure (SOP) of the products from time to time.

Withdrawals

Cash withdrawals will be made on printed cheque and Debit Card supplied by the Bank. The account should not be overdrawn nor should cheques be overdrawn against funds in course of realization unless the special arrangements have been made with the Bank. No overdrafts are allowed on Savings Accounts. Withdrawals in Savings Accounts will be made as per terms and conditions set by the Bank from time to time. A depositor can deposit and withdraw from the Current Account as many times as required and Cheques, Drafts, Pay Orders are to be crossed at the time of deposit. The Bank acts only as the collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Thus, proceeds of cheques or other instruments deposited will not be available for withdrawal until collected by the Bank. Balance in Short Notice Deposit (SND) will bear interest as applicable from time to time. For withdrawal of any amount from the SND Account, 7 (seven) days' notice will be required.

Fees

The Bank shall be entitled without notice to levy or impose all customary banking and other charges and expenses (including collection fees and legal expenses) in respect of any account or in respect of any other banking facilities provided to the customer by the Bank and to debit the relevant accounts' in accordance with Bank's normal banking procedure. Such charges are not refundable upon termination of any or all of the customer's accounts.

Credits to the Account

The Bank acts only as a collection agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Thus, proceeds of checks or other instruments deposited will not be available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account that may have inadvertently credited with an item subsequently unpaid on collection.

Withdrawal from SND Account

Deposit in Short Notice Deposit (SND) will bear interest as applicable from time to time. For withdrawal of any amount from SND account, 7 (Seven) days' notice will be required. Otherwise, interest for the month will be forfeited.

Issue and safety of cheques

Cheques will only be issued to a Customer when all documents considered necessary by the Bank has been obtained. It is the responsibility of the Account Holder to ensure cheques in their position and kept safely. The customer must exercise all time due care to prevent cheques, payment orders and other instruments from being altered or forged in a manner which may facilitate fraud. In such events, the Bank is not responsible for any loss suffered by the Customer or any other person. Any loss or misuse of the cheques or other instruments must be immediately reported to the Bank and confirm in writing without any delay. Cheque Book and other security documents will be valid if signed / initiated by authorized Officials.

Changes of Terms and Conditions

The Bank may at any time as it deems necessary to add / amend / delete the present terms and conditions. The Bank may give notice of such change where it considers appropriate to the Holders by ordinary mail / email.

Closure of Accounts

When an account is closed either by the constituents or by the Bank, the constituent is required to return all the unused cheques and cards, if any, to the Bank. A charge as per our prevailing Tariff will be recovered from an Account Holder who closes an account. The Bank reserves unequivocal right to close any unsatisfactory account as decided by the Bank at its absolute discretion. The Bank reserves the right to close any account or related service without giving prior notice if the conduct of the account is unsatisfactory in the opinion of the Bank or for any other reason whatsoever. The Bank shall pay Customer all available and final collected balance after all dues to the Bank have been recovered / realized at the time of closure of the Account.

Deposits Survivor

The initial minimum deposit to open an account is as per current Tariff. Average minimum balance as per our current Tariff should always be maintained. The Bank reserves the right to close at any time any account in which the minimum balance is not maintained, without further notification to the account holders. Minimum Balance and Interest Payment

The minimum average monthly balance as prescribed by the Bank from time to time is required to be maintained in Current and SND accounts. The Bank reserves the right to change the minimum balance requirement. If the balance falls below the required minimum for a period, the Bank may not credit any interest for the period.

Periodic Statement and Advice

The Customer may be provided account statements monthly/half yearly/yearly. The Customer is required to promptly notify the Bank of the failure to receive an expected statement or advice. If the Account Holder does not bring the errors, discrepancies or irregularities to the notice of the Bank in writing within 15 (fifteen) calendar days from the date of the statement/advice, it will be constructed that the transactions shown in the account statement/advice are correct and complete.

Deposits, Withdrawals and Banking Facilities

The Bank shall meet its obligations exclusively at the Branch office where the Account is maintained by the Customer. When appropriate telecommunication is possible, deposits or withdrawals of money may be made at any of the Bank's Branches in Bangladesh subject to the terms and conditions of the Bank. The Customer shall ensure that there are sufficient funds (or prearranged credits) for the Bank to honor cheques presented to the Bank or for debits to the Account in accordance with the instructions made by the Customer for his/her Account provided always that the Bank may at its sole discretion carry out the instructions notwithstanding such inadequacy and may do so without seeking prior approval from or notice to the Customer and the Customer shall be responsible to repay the resulting overdraft, advance or credit thereby created and for all related charges.

Cheque Books

1. An application for a Cheque Book on a Savings / Current Account and other product of similar nature must be made on the Bank's requisition slip, duly signed by the Account Holder(s). Cheque Book will not be issued to a Customer until all the documentation considered necessary by the Bank has been provided by the Account Holder(s) and duly obtained by the Bank. It is the responsibility of the Account Holder(s) to ensure that the cheques in his/her/their possession are kept in safe custody.

2. The Bank reserves the right to refuse issuance of Cheque Book on such accounts which are not maintained satisfactorily or when an excessive number of cheques from the previous Cheque Book have remained unused.

3. When new Cheque Books are delivered to the customer by post it will be according to the address record kept by the Bank (or by such other means as determined by the Bank). However, the Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.

4. Undelivered Cheque Book will be retained by the Bank for up to 60 (Sixty) days. After 60 (Sixty) days, undelivered Cheque Book will be destroyed by the Bank and necessary charges will be realised from the respective customer's account as per Bank's tariff.

5. Account Holders should exercise due care when drawing cheques and should not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable.

6. The cheque will be returned/unpaid if Drawer's signature differs from that on record at the Bank. The same style and model of signature as per specimen given to the Bank must be adhered to.

7. The Bank reserves the right to dishonour cheque(s) on reasonable ground. In the event of a cheque being returned, the Bank may realize a penalty charge for each presentation and return.

8. The Customer should comply with the conditions as printed on the inside of the front cover of the issued Cheque Book. Signing of Cheque Cheque leaf is to be signed by the Account Holder/Account Operator as per specimen signature recorded with the Bank and any alteration and cutting should be confirmed by full signature. No cheque will be honoured if the same is postdated, antedated (for more than 06 months) or mutilated. Bank reserves the right to impose fine for bounce of cheque for insufficient fund in the account.

Stop payment of the Cheque

We, the account holder(s), shall immediately notify the Bank if any of the cheques issued to me/us, is lost or stolen. I understand that the Bank may in its absolute discretion, accept from me any stop cheque instructions (either orally or in writing) cases where I have lost the relevant cheque or, in other circumstances in which it shall be allowed by law and agreed by the Bank. Should the Bank accept any such instruction from me or from some other person purporting to be me, I hereby undertake to indemnify the Bank against any loss, damage, cost (including any legal cost) or demand incurred by it as a result of, or in connection therewith. A charge as per the Bank's prevailing tariff will be recovered for recording stop payments.

Fraud & forgery due to payment of Cheque

The Customer at all times must exercise due care to prevent cheques from being altered or forged in a manner which may facilitate fraud. In such events, the Bank is not responsible for any loss suffered by Customer or any other person. Any loss or misuse of the cheques must be immediately reported to the Bank and confirmed in writing without any delay.

Positive Pay Instruction (PPI)

As per instruction of Bangladesh Bank on Positive Pay for clearing cheque, the account holder must inform the Bank (NCC Bank PLC) in writing or through Contact Center after issuance of cheque for the amount of one lac and above. Otherwise, the Bank may return the cheque if presented through automated cleaning house at the risk and responsibility of the account holder(s).

General Rules

1. A newly opened account will be activated upon accomplishment of Know You Customer (KYC) as per the Bank's policy.

2. The Bank reserves the right to close any account without assigning any reason.

3. Nomination/Succession to the amount lying to the credit of the account and account operation thereof on the death of the person authorized to operate upon the account shall be in accordance with the rules for the purpose prescribed by the Bank from time to time and effective at the time of the claim.

4. In the event of the death of one or more customer(s) in joint account, the right of the survivor(s) to operate the account will be ceased unless appropriate order is received from a court of competent jurisdiction (if applicable) for operation of accounts.

5. The Bank will not execute any customer transaction over phone, fax and e-mail (unless standard indemnity arrangements are already in place).
6. Duplicate statements of past transactions are issued against payment of charges as per our current tariff.
7. Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received, will be ruled off and no further operation will be allowed till such time as the prohibiting order is removed.
8. Customer transactions will be entertained during normal banking hours that may be in force from time to time.
9. Account holder should notify the Bank of any change of address in writing. Otherwise, Bank will not be liable for delivering account statement/Bank communication to the recorded address of the Account Holder.
10. The Bank may without notice combine or consolidate account(s) with any liabilities to the Bank and set off or transfer any sum(s) standing to the credit of such accounts or any other suit(s) owing to the Customer from the Bank in or towards satisfaction or the Customer's liabilities to the Bank on any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
11. In addition, any general lien or other rights or remedies to which the Bank shall be entitled, the Bank may at any and from time to time apply any credit balance to which the customer(s) is/are entitled on any account(s) with the Bank (including the above account(s) in satisfaction of any of its indebtedness to the Bank. Further, any of the account (s) of the customer(s) with any Branch of the Bank shall be treated as one combined account.
12. Operations of the Non-Resident accounts shall be governed as per the guidelines of Bangladesh Bank. Holders of Non-Resident accounts should advise the Bank Immediately upon return to Bangladesh if they intend to take permanent residence in Bangladesh. It is also a responsibility of the Customer to inform the Bank in writing before leaving the country.
13. The Bank may refuse to process any transaction on any Customers' account(s) if the Bank suspects fraud or illegality therein. The Bank's decision on whether the transaction is or likely to be involved in a fraud or irregularity shall be final and conclusive and binding on the customer.
14. The Bank reserves the right to close any account having zero balance without transaction for one year.
15. Statements of accounts are issued based on product feature half-yearly and/or when a statement sheet is completed in case of current/savings accounts. If statements are required in frequencies higher than the above, a charge will be levied as per our current Tariff.
16. The Bank reserves the right to amend the terms and conditions, current tariff without any notice.

Compliance on prevention of money laundering and financing of terrorism

The Account Holder shall comply with the rules and regulations as per Money Laundering Prevention Act 2012 (Amendment 2015 and Anti Terrorism Act 2009 (Amendment 2012 & 2013) and other laws or regulations as may be imposed upon the Bank by Bangladesh Financial Intelligence Unit (BFIU), Bangladesh Bank and/or other concerned authorities. The Customer (s) shall also comply with and be bound by all other relevant internal circulars, policies, rules and regulations of the Bank including any amendments made thereto from time to time.

Suspicious Transaction

The Bank may refuse to process any transaction on any account of the Customer if the Bank, in its sole discretion suspects fraud or illegality therein. The decision of the Bank with regards to whether a transaction is or it's likely to be involving a fraud or illegality or irregularity shall be final and conclusive and binding upon the Customer.

Collection of Check/Draft/Pay Order

The Bank will refuse to accept an instrument for deposit through collection or internal transfer if the Payee's name is not identical to the name of the Customer in the Bank's record. The Bank acts as the collection agent and assumes no responsibility for the realization of any instrument deposited with the Bank for collection. Thus, proceeds of the checks or other instruments deposited will not be available for withdrawal until collected by the Bank.

Reversal of wrongly credited amount

The Bank reserves the right to debit any account that may have been inadvertently credited with an item/transaction subsequently unpaid on collection or detected to be the wrong entry without giving any information to the Customer.

Dormancy & Unclaimed Account.

- Current Accounts being inoperative for one year will be transferred to dormant status.
- Savings Accounts being inoperative for two years will be transferred to dormant Status.
- (As per Clause 35 of Banking Company Act 1991) Accounts will be transferred to Unclaimed account status after 10 (ten) years if there has been no transaction in the said account by the customer.
- No customers' initiated transaction (except credit) is allowed in the dormant account unless the account holder(s) apply to NCCBL in writing to regularize the status of account.

Overdrawn Account.

If, for whatever reasons, the account has any unauthorized debit balance, the customer shall pay interest and other charges in accordance with the Bank's prevalent rate and practice and shall regularize the account on the same day, unless the Bank specifically makes an exception.

E-Statement

- a) I/We fully understand the risk and accept that the Bank does not use encrypted e-mail and generally internet is not encrypted and is not a secured means of transmission of the information. It involves the risk of unauthorized alteration, usage and disclosure of the information by unwanted parties.
- b) I/We fully understand the risk and accept that transmission of the information to a corporate ID involves the risks of the information to be viewed, altered, used or disclosed to third parties who was/were once authorized, but may not be in the employment of the organization in the future. I/We agree to indemnify the Bank and hold the Bank indemnified and harmless from any and all costs, expenses, liabilities, losses, responsibilities whether direct or consequential, arising out or in connection with such view, alteration, usages or disclosure of the information, or otherwise caused by using the internet as a means of transmission and also for any error, delay or problem in transmission of the information.
- c) That my/our legal representatives, executors, successors - in- interest and are bound by this E-statement enrollment; d) That this E-statement Enrollment shall be governed by and constructed in accordance with the laws of Bangladesh; e) Electronic statement delivery will supersede hard copy statement delivery (if any).

Contact Center

- a) I/We authorize the Bank (in its absolute discretion) to follow/act on my/our oral or telephonic instruction (including required by or given by me/us, in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary).
 - b) I/We shall not reveal my/our Telephonic Identification Number or any PIN provided by the Bank to anyone. My/our oral instruction(s) identified by my/our correct Bank Account Number and TIN shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such instructions.
- Should the Bank accept any such instruction from me/us, or from some other person purporting to be me/us, we hereby agree to indemnify the Bank against any loss, damages, costs (including legal costs), or demands incurred by the Bank as a result of or, in connection therewith.
- c) The Bank may in its absolute discretion require that written confirmation of my/our oral instruction(s) be received by it within such period as the Bank may specify. Where any of the above accounts are opened by more than one person any such one person shall be entitled to give any such oral instructions and the Bank shall be entitled to rely upon such instructions.
 - d) I/we acknowledge that my/our use of call center shall be governed by the Bank's prevailing Terms & Conditions.

SMS Alert

- a) SMS Alert showing the transaction amount as well as the final balance after execution of the transaction will be sent to my/our mobile phone when any Debit/Credit transaction, such as cash or cheques deposit/withdrawal, fund transfer to/from your account, ATM withdrawal etc. take place in my/our account or card.
- b) It is my/our sole responsibility to maintain the the Mobile number mentioned in the form as well as to ensure the privacy of the transactions alerts.
- c) I/we will inform the Bank in the event of loss /damage of my mobile set or sim as well as number change. Bank will not be held liable for sending SMS or any transactions that take place before being notified of such occurrence.
- d) Bank shall not be liable or responsible for any delayed, incomplete, inaccurate and/or non-delivery of the Alerts for the technical reason of the network of the mobile companies or any other reason on which The Bank has no control

Confidentiality and Disclosure of Information

Whilst the Bank maintains strict confidentiality in all matters relating to my account(s) and business, I hereby authorize the Bank (and/or/any of its Officers or Employees) to disclose any information concerning me, my business, my accounts held with the Bank or another Group Member, or my relationship with the Bank or another group member, to any of the following (a) any Office or Branch of the Bank or another group member (b) any agent, contractor or third party service provider or any professional adviser of the Bank or another group member. (c) any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or another group member. (d) any person to whom the Bank is required or authorized by law or court order to make such disclosure. (e) any person who is under a duty of confidentiality to the Bank. (f) any Bank or financial institution with which I/We have or proposes to have dealings regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will be held, processed used or disclosed by such recipient in Bangladesh or another country.

Indemnity

The customer shall keep the Bank indemnified at all times against all loss, cost, damages, expense (including legal fees), claims or demands arising in any way in connection with the customer's account or in enforcing these terms and conditions and in recovering of any amount due to the Bank or incurred by the Bank in any legal proceedings of whatever nature. Service Disruption. The customer agrees that the Bank will not be liable any loss or any damage, if it is unable to provide services in connection with any customer accounts due to postal, courier, electrical, mechanical, telecommunications or computer failure or an act of God, catastrophe, war, civil or industrial disturbance.

No Liability for Loss

The customer agrees that the Bank will not be liable for any loss, damage or liability incurred by the customer in connection with any of its accounts with or services provided or agreed to provide by the Bank or inaction on part of the Bank or any of its officers, agents, employees and representatives. The customer agrees not to hold the Bank liable for any loss or damage arising from: (A) non-discovery of any forgeries or frauds, except to the extent that the Bank has acted with gross negligence, (B) the Bank closing the Customer account for whatever reason whatsoever, (C) directly or indirectly, the error, failure, negligence, act or omission or any other person, system, institution or payment infrastructure.

Waiver

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

Variations

The Bank may amend these terms and conditions at any time by not less than 14 (fourteen) days' notice to me specifying the effective date of amendment. If I/We use any banking facilities after the effective date of the amendment, I/We shall be deemed to have received notice of the amendment and to have decided to continue to use the banking facilities upon the revised terms and conditions. I/We further acknowledge that in the event of any changes being communicated to me, the Bank is not obliged to obtain my signature for receipt of such communication.

Force Majeure/Technical Problem

Notwithstanding anything to the contrary contained herein, nothing herein shall apply if the Bank is prevented from discharging any or all of its obligation herein or otherwise due to any cause arising out of or related to force majeure or technical problem for any reasons beyond the reasonable control of the Bank.

Governing Law

These terms and conditions shall be governed by and constructed in accordance with, the laws of Bangladesh and I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of law of Bangladesh. Such submission shall however, not prejudice the rights of the Bank to bring proceedings against me in any other jurisdiction or courts of law elsewhere. However, all accounts shall be subject to the provisions of the guidelines/circulars together with any alteration /modification thereto effected by Bangladesh Bank from time to time. I/We have gone through the terms & conditions mentioned above and understood them in entirety and undertake to abide by those terms & conditions relating to the account. I/We also agree to be bound by such terms & conditions as may be amended or supplemented from time to time.

Signature of 1st Applicant

Signature of 2nd Applicant

Signature of 3rd Applicant

Signature of 4th Applicant