

# Terms and Conditions for opening Relationship with HDFC Bank Bahrain Branch

Bahrain Branch



This document lays out the terms and conditions which shall be applicable to the customers who are existing or may open relationship any time in future with HDFC Bank, Bahrain branch (the "Bank"). The words "Customer, I, we and my" refer to the person(s) who open the relationship and shall include both singular and plural. The terms and conditions shall bind each one individually or any one or more or all of them collectively and all agreements, obligations and liabilities of the customers are joint and several. The words "The Bank" refers to HDFC Bank Limited, a banking company incorporated in India under the Companies Act, 1956 and its branch in Bahrain. The word "Account(s)" means and includes Call Accounts and/or Offshore Deposits. The word "Non-banking day" refers to a day when the Bank or the country in the currency of which the Account is opened is closed for business to the general public. Headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement. Any appendices attached hereto shall form an integral part of this Agreement.

## 1. GENERAL PROVISIONS: APPLICABLE TO ALL CUSTOMER(S)

- 1.1 I agree to abide by the Bank's terms and conditions set out below and rules in force and the changes thereto from time to time relating to my account. I also acknowledge and agree that Bank will communicate any such changes to me, within 30 days of implementing the same, by electronic mail or such other mode as the Bank may deem fit.
- 1.2 I agree that the opening and maintenance of the account is subject to rules and regulations introduced or amended from time to time by the Central Bank of Bahrain and that I agree to abide by these rules and regulations as amended or introduced from time to time.
- 1.3 I agree that the Bank will be at liberty to close my account at any time by giving me at least 30 days notice to my mailing address and or as per the Bank's records under normal circumstances, however without assigning any reasons therefor.
- 1.4 I agree that the Bank can at its sole discretion, amend any of the services/facilities given in my account either wholly or partially at any time by giving to me at least 30 days notice and / or provide an option to me to switch to other services/facilities.
- 1.5 I agree and undertake to notify the bank within 30 calendar days if there is a change in any information which I have provided to the bank. I agree that in case I haven't informed the bank about the same, then I shall be responsible for any liability arising out of the same and any non-receipt of communication/account statements or the same being delivered at my old address.
- 1.6 I agree that all instructions relating to my account will be submitted to the Bank as per acceptable mode of communication to the Bank
- 1.7 I agree to the Bank informing me/us about all products or services offered by the Bank periodically to us either by e-mail, letter or pamphlets
- 1.8 I agree to authorize the Bank to grant advances, loan or other banking facilities or accommodation for any of my sole/joint accounts, and by way of security to accept as duly signed or executed on my behalf any document creation or evidencing any charge, mortgage, pledge or lien over or in respect of any securities, deeds documents or other property whatsoever from time to time in the Banks possession for my sole/joint account whether by way of security, safe custody or otherwise.
- 1.9 I agree to authorise and request the Bank enter into interest rate transaction, currency exchange, credit derivatives transactions or equity linked deposits including ( without limitation) dealing in spot and forward rate exchange contract, foreign currency, futures, option, forward rate arrangement, swap and any other foreign exchange or interest rate hedging arrangement, equity swaps , equity options, credit-linked notes, equity linked deposits and such other instrument as are similar to or derived from any of the foregoing which the Bank may offer and which I may request from time to time of any type or natures whatsoever on such terms and conditions as are then current or as may be stipulated by the Bank from time to time
- 1.10 I agree that I shall be liable to pay all charges, fees, interest and costs wherever applicable, which the Bank may levy with respect to my account or any transaction or services rendered and the same may be recovered by the Bank.
- 1.11 I agree that I shall not give any compensation in cash or in kind, in any manner, to any official of the Bank before or at the time of opening an account or at any time thereafter for carrying out any transaction with the Bank or otherwise.
- 1.12 I agree that the Bank will send to me communications / letters etc. through courier / messenger / mail or through any other mode at its discretion and the Bank shall not be liable for any delay arising there from. The Bank shall also not be responsible for any unauthorized interception of e-mail or any other communication through whatever mode to or from the Bank. Save as otherwise provided in these terms and conditions, any demand or communication made by the Bank under these terms and conditions shall be made at the address given by me (or such other address as I shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.
- 1.13 I agree that the Bank shall have the right to require me to submit additional documentation in future to fulfil any additional/ new KYC / AML guidelines or regulatory requirements. I agree that I shall ensure compliance of the same. I agree that in case of non-compliance, the bank reserves the right to freeze or close my account.
- 1.14 I agree that an account may be opened on behalf of a Minor (person less than 21 years of age) under guardianship of his father or paternal grandfather or a person appointed as a guardian as per applicable law or by a court of Competent Jurisdiction (as applicable). The guardian shall represent the Minor in all permissible transactions of any description in the above account until the said Minor attains majority. Upon the Minor attaining majority, the right of the guardian to operate the account shall cease. The guardian agrees to indemnify the Bank against the claim of above Minor for any withdrawal/transactions made by him in the Minor's account.
- 1.15 I agree that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non availability of any of services/facilities by reason of technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.
- 1.16 I agree that my Transactions will be entertained normally during banking hours at the Bank.
- 1.17 I agree that while the Bank maintains strict confidentiality in all matters relating to customer's account(s) and business, it is agreed and understood that the Bank may: i. Disclose any information relating to my account(s) and business to any branch or office of the Bank or associated and affiliated companies; ii. Outsource any of the functions of the Bank to another office of the Bank in any other jurisdiction; iii. Disclose any information if required to do so by an order of a competent court or regulatory authority iv. Disclose any information if required for participation in any telecommunication or electronic clearing network v. Disclose any information if required for credit rating by recognized credit rating agencies or to credit information bureaus; and vi. Disclose any information for fraud prevention purposes.
- 1.18 I agree that I have read the latest terms and conditions available on [www.hdfcbankbahrain.com](http://www.hdfcbankbahrain.com) and I agree to all the terms and conditions listed on the website.
- 1.19 Force Majeure: I agree that the Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the

Bank to perform any of its obligations under these Terms and Conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, nuclear or natural catastrophes, pandemic, epidemic, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

1.20 Indemnity: I agree that I shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the services or due to any negligence/mistake/misconduct on my/our part or breach or non-compliance by me/us of any of the Terms and Conditions relating to any of the services or by reason of the Bank in good faith taking or refusing to take action or partially taking action or so acting whether wrongly or mistakenly on any instruction given by me.

1.21 Right of Lien/Set off: I hereby grant and confirm the existence of the right of lien and set-off with the Bank, which the Bank may at any time without prejudice to any of its specific rights under any other agreements with me, at its sole discretion and without notice to me utilize to appropriate any moneys belonging to me and lying/deposited with the Bank or due by the Bank to me, towards any of the dues payable by me to the Bank.

1.22 Miscellaneous: I agree that failure to enforce any rights conferred by these Terms and Conditions or any law shall not be deemed to be a waiver of any such rights or operate so as to affect the exercise or enforcement thereof at any subsequent time.

1.23 In case I am a foreign national, I confirm that I have verified the local applicable rules and regulations for investments in offshore products and have complied with the same.

1.24 I agree that the Bank shall not be responsible or liable for any actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Customer or any other party may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of or in connection with any action taken by the Bank which in the sole opinion of the Bank is deemed necessary including but not restricted to any disclosure made by the Bank pursuant to a requirement or order or direction by any applicable governmental authority or any applicable regulator and/or any other authority in any jurisdiction or pursuant to compliance with any Sanctions

1.25 I agree that the Bank may, as the Bank deems fit, comply with:

- 1). any applicable laws including but not limited to applicable statutes, enactments or acts of any legislative body, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders and any modifications or re-enactments thereof issued by any governmental authority including but not limited to the Government of India, Reserve Bank of India, Kingdom of Bahrain, Central Bank of Bahrain, Government of UAE, Central Bank of UAE, Dubai Financial Services Authority, Government of Hong Kong, Hong Kong Monetary Authority, Securities and Futures Commission Hong Kong, Government of Singapore, Monetary Authority of Singapore, International Financial Services Centres Authority India;
- 2). sanctions regimes of United Nations, Office of Foreign Assets Control, U.S. Department of the Treasury, European Union, UK HM Treasury, India, Bahrain, and/or any other country (collectively, "Sanctions");
- 3). any order of a competent court, any agreement between the Bank and any government and regulatory authorities or any agreement or treaty between any government and regulatory authorities (in each case, whether local or foreign).

1.26 I agree that the Bank may take such measure/s, in its sole discretion, to comply with the foregoing including but not limited to:

- (A) suspension or freezing or blocking my Account, blocking my transactions and/or putting my Account and/or any transactions on hold;
- (B) closure of my Account and/or termination of my banking facilities as availed from the Bank;
- (C) suspension or termination of my use of any products or services or accounts of the Bank, held in any currency; and/or
- (D) taking such other steps and/or actions as the Bank may deem necessary to comply with any applicable laws.

## 2. CONDITIONS APPLICABLE TO OFFSHORE DEPOSITS

2.1 I agree that the Bank will pay the offshore deposit amount either on maturity or premature withdrawal (subject to clause 2.6 below) only at the branch where the offshore deposit is placed. I agree that Premature liquidation will not be allowed on Non - withdrawable Deposits.

2.2 I agree that Interest will not be paid on withdrawable deposits for a period less than 15 days.

2.3 I agree that applicable taxes, if any, will be deducted from the interest at the time of payment of Offshore deposit, as per applicable law

2.4 I agree that Interest on offshore deposits will be credited into my account at the rate(s) as may be from time to time prescribed by the Bank.

2.5 I agree that maturity instructions should be given in writing to the Bank at least 7 days before maturity date of the offshore deposit, otherwise the deposit will be automatically rolled over for the period as decided by the Bank from time to time at the Bank's prevailing rate(s).

2.6 I agree that offshore deposits will not be ordinarily allowed to be withdrawn before maturity, whether partially or in full. The Bank may, however, at its sole discretion, consider requests for premature withdrawal of offshore deposits (only in full and no partial premature withdrawals are allowed) in extraordinary circumstances, based on my request or the requests of all the Depositors in the case of joint deposit. In the event of the Bank consenting to part or all of a Offshore deposit being withdrawn before maturity, interest will accrue for such period as may be determined by the Bank in its sole discretion and the Bank may deduct a premature withdrawal charges and / or adjust the interest already paid from the deposit of an amount as may be decided by the Bank in its discretion. I acknowledge that after deduction of the premature withdrawal charges and adjustment of interest already paid, the amount returned would be less than the principal amount. I agree that if the deposit is withdrawn between two tenors offered by the Bahrain branch, the interest rate applicable will be lower rate of the two tenors (as existing at the time of opening the deposit sought to be broken) less the withdrawal charges.

2.7 I agree that if an offshore Deposit matures on a non-banking day, the deposit shall be due for repayment on the next working day. However, the interest on the deposit shall be accrued for only the period till the original maturity date.

2.8 I agree that all deposits will be made at my risk and I will bear all exchange, transfer, and other risks relating to the offshore deposits. The Bank's sole obligation in relation to the deposits will be to transfer amounts from my deposit, upon receipt of written instructions from me, and credit my specified account with the principal and interest. I understand and agree that in the event of any restrictions being placed on my deposits, I will not have any rights or remedies against the Bank or any other office, branch or affiliate of the Bank located outside the country in which the deposit was placed.

2.9 I acknowledge and agree that only permitted credits and debits can be instructed in respect of the Deposits.

### 3. CONDITIONS APPLICABLE TO CALL ACCOUNTS:

3.1 I agree that the Account shall at all times be maintained by me with credit balance and no overdraft facility will be permitted by the Bank. I agree that in the event the account is overdrawn for any reason whatsoever the Bank reserves the right to set off this amount against any credit lying in any of my accounts without giving any notice to me. The bank further reserves the right to charge an interest based on the amount and period which the account is overdrawn.

3.2 I agree that the Account can only be opened in such manner as the Bank may stipulate from time to time.

3.3 I agree that the Account and amounts lying to the credit therein are non-transferable and no right, title or interest therein or any part thereof can be transferred or secured by me to or in favour of any person without the prior written consent of the Bank.

3.4 I agree that the Bank reserves the right to impose service charges on accounts and the services in connection therewith as may be determined by the Bank in its sole discretion including without limitation any charges which may be permitted or suggested pursuant to the rules of any regulatory body or organisation of which the Bank is a member. I permit the bank to debit the relevant account(s) in accordance with the Bank's normal banking procedures. Such charges are not refundable upon termination of any or all of my account(s)

3.5 I agree that for the avoidance of doubt the balances lying to the credit of Call Account shall also be subject to the provisions of Banker's Lien and Right of Set Off.

3.6 I agree that the Bank has the right to freeze the account without any notice to me if the account is not transacted for a period of 2 years from the date of opening of account or the last transaction whichever is later (excludes system generated transactions like credit interest, debit interest). I agree that the account will be activated only after furnishing of the required KYC / AML documents subject to the satisfaction of the Bank

3.7 I agree that the Bank has authority to debit the accounts to recover any amount credited erroneously

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

3.9 I agree that any and all amounts credited to the above account(s) while any loan or any other banking facilities in connection therewith is current shall firstly be applied by the Bank to reduce any interest (including compound interest), payable until the interest is paid in full. Then and only then shall any such amounts so credited be applied to reduce the principal amount of any such loan or any other banking facilities.

3.10 I agree that there can be risks associated with any account(s) denominated in foreign currency. Accordingly I accept that I am solely responsible for all such risks and any costs and expenses howsoever arising (including without limitation, those arising from any international or domestic legal or regulatory restrictions including but not limited to the Bank's decision in good faith to suspend or terminate operations in Bahrain) in respect of any such account(s). Withdrawals or dealings on any such account(s) are also subject to the relevant currency being available at the Bank's relevant branch. Conversion from one currency to another shall be at the rate of exchange as determined by the Bank (in its absolute discretion) from time to time

3.11 I understand that the Bank will send or deliver to me a statement of account(s) at least once a quarter (save in respect of any account(s) that has, in the sole option of the Bank, being inactive for a period of one year or more, such statement of account(s) will be sent or delivered by the Bank annually) or in each case at such other intervals as may be agreed between the Bank and us from time to time and I agree that I am solely responsible for promptly examining all entries thereon and that I must give the Bank written notice within 14 days of the date of the relevant statement of any discrepancy that I believe exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.

3.12 I agree in event my passport expires, I will submit the same to the Bank within a period of 3 months from the date of expiry of the passport or any other period which the Bank decides, failing which my account will be frozen until the Bank receives an updated copy of the passport.

### 4. OTHER PROVISIONS:

4.1 I agree to execute such agreements/ forms and provide and furnish such documents as may be required by the Bank. The Bank reserves the right to require submission of other documents as may be determined by the Bank on a case to case basis.

4.2 I agree that the Account will be opened only when the documents submitted to the Bank are complete in all respects to the satisfaction of the Bank. Acceptance of documents by the Bank does not confer any right to me to require the Bank to open the Account. I am bound to furnish any further documents or rectification of the documents already submitted to the Bank as and when required by the Bank. The Bank is entitled to hold back or suspend the opening of the account or part or whole of the services offered / provided or to be offered or provided to me till receipt of the documents or rectification as sought by the Bank.

4.3 I agree that as per the AML-KYC policy of the Bank, the Bank would be reviewing the KYC documents submitted by me, periodically. I agree that I am obligated to provide the latest copy of my valid documents (e.g. the Residence Permit, Identity Proof, Address Proof, Income Proof etc.) or updated versions of such documents submitted by me earlier or any other document as may be determined by the Bank from time-to-time. The Bank reserves the right to freeze my account, upon failure to submit the aforementioned documents.

4.4 I agree that account can be opened in the names of: An individual in his/ her own name, a minor (person less than 21 years of age) under guardianship or Jointly by 2 or more persons. In case of joint accounts, any change in operational instructions/ signing conditions or any other information with regard to the application form is to be given by all the joint account holders irrespective of mode of operation. A company, partnership firm, trust, association or other entity (registered or constituted outside Bahrain) as may be permitted by the Bank in their respective names. The Bank may permit fiduciary accounts in the name of a trust, firm of solicitors or accountants or such other intermediaries as may be determined by the Bank subject to satisfaction of the "Know Your Customer" ("KYC") Anti- Money Laundering requirements. Charitable funds and religious, sporting, social, cooperative and professional societies cannot establish a relationship with the Bank until an original certificate authenticated by the relevant authorities of the country of their registration/ incorporation confirming their identities and authorizing them to open an account is provided to the Bank.

4.5 I agree that accounts in the names of a company, partnership firm, trust, association or other entity shall be operated by the authorized signatory /signatories of the respective entities as specified in the application form/resolution submitted by such entity at the time of opening the account. Changes to authorised signatories of such entities shall be recognized only upon due submission of the requisite authorisations/ resolutions approving such changes to the satisfaction of the Bank.

4.6 I agree that a minimum deposit may be prescribed for opening any account under a relationship and a minimum average balance during a quarter may also be required to be maintained in accounts. I agree that failure to maintain the prescribed average minimum balance will attract additional service charges as may be stipulated by the Bank from time to time.

4.7 I agree that no cheque book, ATM, credit card, debit card or nomination facility will be provided for accounts opened with the Bank.

4.8 I agree that the Bank may discharge its entire liability with respect to an account which it closes by deducting a service charge as may be imposed by the Bank from time to time and mailing to my address as per the Bank's records a draft or cheque in the currency (ies) of the account without recourse to the Bank as drawer, payable to my order in the amount of the then credit balance in the account.

4.9 I agree that in the event of my death, the account shall be blocked with immediate effect and that the Bank shall not be under any obligation to release the monies in the account save on production of a legal heir certificate or the probated Will and a court order issued by the Ministry of Justice and Islamic Affairs, Kingdom of Bahrain and valid death certificate of the relevant customer issued by a competent government authority. The Bank shall be entitled to ask for any additional document(s) as it may deem necessary for the purpose of releasing the monies in the account.

4.10 I agree that in the case of joint account(s) in the event of the death of either of the account holders, the survivor(s) or legal heirs shall immediately inform the bank of such death, and that the account shall be blocked and that the Bank shall not be under any obligation to permit operation of the account or release the monies in the account save on production of a legal heir certificate or the probated Will and a court order issued by the Ministry of Justice and Islamic Affairs, Kingdom of Bahrain and valid death certificate of the relevant customer issued by a government authority. The Bank shall be entitled to ask for any additional document(s) as it may deem necessary for the purpose of releasing the monies in the account.

4.11 I agree that without being under any obligation to do so, the Bank may decline to effect any withdrawal from an account (whether sole or joint) where a depositor has died until the Bank has received evidence satisfactory to it as to the legal heirs, payment of estate duty and any other matters as it may reasonably require.

4.12 I agree that I shall not permit any encumbrance or third party interest over or against any account(s) without the Bank's express prior written consent.

4.13 I hereby waive any right of action against any of the other offices or branches of HDFC Bank Limited. The other offices of HDFC Bank Limited shall not in any manner be liable for any delays, losses, damages, claims or expenses of whatsoever nature arising in relation to any of my relationship with the Bank. I further waive any claims or actions that I may have in any jurisdiction outside Bahrain. I hereby agree and confirm that HDFC Bank Representative Office, Dubai/Abu Dhabi, UAE and Kenya is only a marketing office and shall not be liable or responsible for any delays, losses, damages, claims or expenses of whatsoever nature and I have no right of action against any Representative Office of HDFC Bank and I expressly waive any claims or actions in the United Arab Emirates and Kenya.

4.14 The customers who are residents of the United States of America ("USA") hereby acknowledge that they are subject to the laws applicable for the time being in the USA and undertake to make such filings and reporting's as are required under the applicable laws of USA or other relevant jurisdiction in relation to the deposit accounts with the Bank and/or any of the Indian or offshore branches of HDFC Bank Limited, including, if required, the Report of Foreign Bank and Financial Accounts to be submitted to the US Department of Treasury. The customers confirm that the disclosure to the authorities of any applicable jurisdiction, if required by any applicable law or order, of any information pertaining to their relationship with the Bank and/or the other branches of HDFC Bank Limited, would not constitute a violation of any applicable banking secrecy laws or practices and expressly release the Bank and the other offices and branches of HDFC Bank Limited from any liability arising from such disclosure.

4.15 I agree that all credit balances in the name of or held in my account with the Bank shall be repayable and collectible only at the Bahrain branch of the Bank. I agree that neither the head office of the Bank nor any other office, branch or affiliate of HDFC Bank Limited shall in any event assume liability for repayment of monies or deposits placed with the Bank and I shall have no claim or action outside Bahrain against such persons. I shall have no right of recourse or setoff against the assets of HDFC Bank Limited or any of its branches outside of Bahrain and all such claims, actions and rights of recourse or setoff shall be waived.

4.16 I agree that the Terms & Conditions herein shall be governed by, and construed in accordance with laws of Kingdom of Bahrain. I hereby irrevocably submit to the exclusive jurisdiction of the courts of Kingdom of Bahrain in connection with any action or proceeding that may arise out of or in connection with the Terms however such submission shall not prejudice the Bank's right to commence action against the customer in any other court of competent jurisdiction.

4.17 I agree that as the customer's collecting agent, the Bank assumes no responsibility whatsoever and shall only permit withdrawal upon final receipt of proceeds by the Bank. I agree that the Bank reserves the right to: Route each item for collection in accordance with the Bank's normal practice Refuse to accept for collection any item presented by me; and debit my account for the proceeds of any cheque or instrument credited to it which is not subsequently honoured.

4.18 I agree that all my transactions with the Bank are commercial in nature. I agree that the Bank shall have the right, without reference to me, to debit my / our account(s) with all fees, expenses, interest, commissions, taxation and other charges for all the transactions between the customer and the Bank. A copy of all Bank fees, charges and expenses is available upon written request, which may be amended from time to time.

4.19 I agree that the bank has the right to accept or refuse at any time and without providing any reasons, an application submitted by me to avail of any products or services offered by the Bank. Further, I agree that the Bank may exercise its discretion and accordingly offer products and services to select customers considering their financial well being, risk tolerance, applicable governing laws and regulations. I agree to hold the Bank harmless for not offering any of the products or services to me.

4.20 I agree that the Bank has the right to freeze my account(s) without prior notice upon any of the following occurrences: Breach of these Terms and Conditions or the Bank suspects that a money laundering, fraud or other financial crime has been committed in respect of my Account or if the Bank has reasons to believe that the continued operation of my account would breach any laws or regulations or accepted standards national or international; or at any time the Bank receives an order from any enforcement authority to freeze the account(s), or should no transaction occur in the account(s) for a period of 730 days or any other period as may be determined by the Bank (not applicable for Offshore Deposits), or should any mail addressed to my mailing address provided to the Bank be returned undelivered and telephone contact not be established by the Bank, or should charges accrue on an account due to non-availability of funds to recover the same, or should I not submit any KYC documents as and when demanded by the Bank I / agree that the Bank shall not be responsible or liable for consequences arising from such freeze made on the account(s). I agree and accept such orders for freeze without any further recourse against the Bank or its directors, officers and staff.

4.21 Governing Law: I agree that all claims, matters and disputes are subject to the exclusive jurisdiction of the competent courts in Kingdom of Bahrain only. These Terms and Conditions and/or the operations in the accounts of the customer maintained by the Bank and/or the use of the services provided by the Bank shall be governed by the laws of the Kingdom of Bahrain and no other nation. The customer agrees to submit to the exclusive

Jurisdiction of the Courts located in the Kingdom of Bahrain as regards any claims or matters arising under these Terms and Conditions.



The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Kingdom of Bahrain. HDFC Bank Limited Bahrain Branch reserves the right to modify the Terms and Conditions. Customer will be communicated of such modification in Terms and Conditions within 30 days of implementing the same.

#### 4.22. FATCA/FOREIGN TAX LAWS

The account opened / held by you with the Bank will be governed by the General Terms and Conditions. In addition to those General Terms and Conditions, the following Additional Terms and Conditions will also be applicable:

##### Details under FATCA/ CRS / Foreign Tax laws

This declaration is required to comply with **Foreign Account Tax Compliance Act of United States of America, 2010 (FATCA)** and **Common Reporting Standards (CRS)** which requires Foreign Financial Institutions to obtain and report specific information regarding their customers. For more information refer <https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca> and <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

OECD CRS and FATCA require HDFC Bank to collect and report certain information about an account holder's tax residence. Each jurisdiction has its own rules for defining tax residence, and jurisdictions have provided information on how to determine if you are resident in the jurisdiction on the following website: <http://www.oecd.org/tax/transparency/automaticexchangeofinformation.htm>

Towards compliance with tax information sharing laws, such as FATCA and CRS the bank would be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from our account holders. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances (including if the bank do not receive a valid declaration from the customer) the bank may be obliged to share information on your account with relevant tax authorities. If the customer have any questions about your tax residency, please contact your tax advisor. Should there be any change in any information provided by the customer, please ensure the customer advise us promptly, i.e., within 30 days. Towards compliance with such laws, the bank may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, the bank may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).

Neither the bank nor any other member of the HDFC Group shall be responsible to the customer or any third party for any loss incurred as a result of us or any other member of the HDFC Group taking the actions set out in this clause.

The customer can also find out more, including a list of jurisdictions that have signed agreements to automatically exchange information, along with details about the information being requested, on the OECD automatic exchange of information.

##### Declaration under FATCA / CRS / Foreign Tax laws

I acknowledge and agree that the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information.

I certify that I am the account holder / I am authorized to sign for the account holder of all the account(s) to which this form relates.

I undertake to advise HDFC Bank of any change in circumstances which affects the tax residency status of the individual identified in Part I of this form or causes the information contained herein to become incorrect, and to provide HDFC Bank with a suitably updated self-certification form within 30 days of such change in circumstances.

I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.

**Signed and Delivered by/ for and on behalf of the Customer in token of and in witness of them having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz. 1 to 4 on all the page no's 1 to 5 of these Terms and Conditions, all contents thereof including all the terms and conditions contained therein, and having authenticated accuracy and correctness of the same.**

Date \_\_\_\_\_

Customer's Name \_\_\_\_\_

Customer's Signature \_\_\_\_\_