



GENERAL BUSINESS CONDITIONS FOR ACCOUNT HOLDERS - CORPORATES

1. These terms and conditions shall be known as the 'General Business Conditions for Account Holders' of Amána Bank PLC and the same shall apply to all transactions of any Customer with Amána Bank PLC.

In these General Business Conditions,

- Words imputing the singular shall include the plural unless the context requires otherwise
 - Words imputing the masculine gender shall include the feminine gender unless the context requires otherwise
 - The word "The Bank" shall mean Amána Bank PLC and shall include its successors and assigns.
2. By opening an account with Amána Bank PLC ('the Bank') the Customer submits himself to these conditions, unless stipulations to the contrary have been made in writing and agreed to by the Bank.
 3. The Customer is obliged to supply the Bank with a specimen of the Customer's signature and with specimen signatures of the person(s) if any, authorised to bind the Customer vis-à-vis the Bank stating whether such power is general or limited and in the latter case exactly the extent of such limitation. If no limitations have been stated on the forms the Customer will be fully bound by any signature of which the specimen has been supplied to any amount and for any object, even if it appears that the authority of such persons has been particularly defined in Articles of Association or Regulations of Corporation or in general or limited Powers of Attorney or in any other documents. Modifications either as regards the persons qualified to bind the Customer or as regards the extent of their powers, will be only recognised by the Bank if notice thereof is given on aforementioned forms. The Bank is not responsible if damage or loss is incurred by the Customer through his negligence to furnish the specimens as mentioned in this article or by furnishing them incorrectly or incompletely.
 4. If an account is kept in the joint names of two or more persons, all that is done by one or more of them in connection with this account will bind them all and they will be all of them jointly and severally liable for the account unless otherwise agreed upon in writing.
 5. With the exception of securities, which have been handed to the Bank for special purposes (such as conversion, checking exchanging of scripts into definitive bonds or collection of dividends), all papers of value, such as for instance securities, bills of lading, warrants, bills of exchange and other commercial papers, belonging to the Customer which are in the custody of the Bank or which may come into its custody or which may be held by third parties on behalf of the Bank at the risk of the Customer, are considered to be under pledge to the Bank for all claims, including those not yet matured or contingent which the Bank may have against the Customer. Securities included in the above pledge, are unless otherwise arranged, taken up by the Bank in its general store of securities, with the right to have these securities re-pledged.
 6. In the event of the Customer not meeting his obligations towards the Bank in whatsoever respect, the Bank is besides and in addition to its right of execution, authorised to realize the whole or any part of the security at such a time and in such a manner as it considers proper, without giving any prior notice or without previously, issuing a summons, and to reimburse itself out of the proceeds for all sums due to the Bank up to the moment of settlement including expenses.
 7. In addition to any specific and/or general lien or other rights or remedies to which the Bank may be entitled and whether by operation of law otherwise, the Bank may at any time and without notice to the Customer combine and/or consolidate all or any account(s) and liabilities of the Customer and us or any one or more of us and set off or transfer any sum(s) standing to the credit of any such account(s) aforesaid in or towards satisfaction of any liabilities of any other such account(s) or in any other respect and whether such liabilities be actual or contingent, primary or collateral or several or joint.
 8. Credit entries are effected by the Bank with the proviso that if it has to receive any counter value from or on behalf of the Customer validating against those entries, same shall be received properly and in good time, in default whereof the Bank is entitled to reverse any credit entry fully or partly, without any notice whatsoever.
 9. Statements of account should be carefully examined and the Bank notified immediately of any error or omission. If errors in the statements are not pointed out in writing to the Bank within seven days of their receipt, the Customer shall not be entitled to question the statement which shall thereafter be deemed final and conclusive between the Bank and the Customer.
 10. The following conditions will govern cheque drawings by the Customer on his account with the Bank.
 - a. The Customer shall keep the cheque book handed to him by the Bank in

safe custody and in case of any loss or theft of the cheque book or any cheque leaves the Customer shall notify the Bank and shall provide the Bank with written confirmation thereof. If, prior to the receipt of such notification, the Bank has paid a cheque lost, stolen, unlawfully used, fraudulently altered or forged the Bank shall be entitled to debit the Customer's account with the amount paid.

- b. The Customer must fill up any cheque the Customer issues in such manner that falsification is prevented as far as possible: the amount for which the cheque is used must therefore be written in figures and in words in such a way that any addition of figures or words will be impossible without immediate detection.
 - c. In the event of the Customer having no further use for his cheque book and in case the account is closed, he is obliged to return his cheque book to the Bank as soon as possible.
 - d. Cheque books will not be issued for Off-Shore Banking Units Customers. Withdrawals & fund Transfers from the account, will be made on personal requests only.
 - e. All Drafts / Cheques deposits to the Off-Shore Banking Unit accounts, to be handed over to the Off-Shore Banking Unit only.
11. The Customer shall immediately instruct the Bank in writing if cheques are lost/stolen or misplaced to stop payment giving the cheque number, date, amount and the payee's name. All such instructions will take effect only if the cheque/s concerned has/have not been paid up to the time of receipt of such instruction. Stop payment instructions given over the phone should be confirmed in writing within 48 hours of the relevant phone call. If such written instructions are not received within 48 hours, the Bank has the right to cancel the relevant stop payment instructions.
 12. The Bank shall debit the Customer account(s) with all banker's charges, expenses of every description, fees, commissions, penalties, any profit mark up, return on investments, legal and any other charges as aforesaid whether taxable or not, occasioned by or incidental to all or any of the foregoing and charged by the Bank from time to time in accordance with the Bank's usual course of business and such other sums that the Bank may be called upon to meet such as taxes and/or charges or levies imposed upon the Bank at any time. In addition all expenses incurred by the Bank such as postage, stamps, telephone, and SWIFT charges will be charged to the Customer.
 13. The Bank may at any time at its sole and unfettered discretion close any account without assigning any reason. However, the Bank will give the Customer 14 days notice of the closure of the account. The said notice shall be deemed to be sufficiently served on the Customer if forwarded to the Customer by post to the Customer's last known address. The Customer shall return on demand all unused cheques in the Customer's possession.
 14. The Customer warrants that all information given to the Bank (whether in an account opening form or otherwise) are true and accurate to the best of the Customer's knowledge. The Customer undertakes to notify the Bank of any change in this information.
 15. The Bank shall be notified immediately of any change in the Customer's address.
 16. All deposits with the Bank are payable at their counters.
 17. Amána Bank Current accounts will operate under the Quard (Loan) principles. The Customer shall not overdraw the Customer's account/s except by special arrangements made with the Bank. The Bank has the right to dishonour cheques if there are insufficient funds in the accounts, and charge for each cheque returned. The Bank may however at its sole discretion honour cheque/s and/or bills and/or promissory notes accepted or made by an authorised signatory of the Customer notwithstanding that the honouring of such cheques etc may cause such account to be over drawn or an overdraft arrangement to be exceeded. In such instances the Customer is obliged to repay the overdrawn amount together with all banker's charges, expenses of every description, fees, commissions, penalties, any profit mark up, return on investments, legal and any other charges as aforesaid whether taxable or not, occasioned by or incidental to all or any of the foregoing and charged by the Bank from time to time in accordance with the Bank's usual course of business and such other sums that the Bank may be called upon to meet such as taxes and/or charges or levies imposed upon the Bank at any time, on demand unconditionally, and the Bank has the right to recover such costs and charges as aforesaid from the Customer. Nothing herein contained shall be construed as an agreement either expressed or implied by the Bank, that the Bank is bound to grant an overdraft facility whatsoever. 18. Any and all amounts credited to the above account(s) while any overdraft or any other Banking facilities in connection with the current account shall firstly be applied to reduce any banker's charges, profit mark up and expenses of every description all in accordance with the Bank's usual course of business as may be fixed or charged by the Bank from time to time payable on the said overdraft or any other Banking facilities until such charges are paid in full.

- Only then shall any such amounts so credited be applied to reduce the principal amount of such overdraft or any other Banking facilities.
19. The Bank shall be entitled to charge penalties in accordance with normal Banking practice in the event that any sum or sums remains outstanding have fallen due and payable by the Customer. Provided that in such an event the value of the penalties shall be directly credited to the charity fund maintained by the Bank from which the Bank may set off its expenses and dispose of the balance to a charity approved by the Sharia Supervisory Council.
 20. Notwithstanding the temporary advice issued by the cheque deposit boxes and automated teller machines (ATMs) the Bank will not under any circumstances or for any reason whatsoever, entertain any claims in respect of the cheque said to have been deposited into cheque deposit boxes or ATMs unless cheques so deposited have been credited to the Account of the Customer. Cheques credited to Customer Accounts are accepted for collection only, and proceeds will not be available for withdrawal until cleared by the Drawee Bank. Funds available date is shown for indicative purposes only.
 21. The Customer hereby authorises the Bank to respond to enquiries received from other Banks concerning the Customer's account(s) without any further reference to the Customer.
 22. The Customer acknowledges and accepts that the Bank offers products and services under Islamic Banking principles. Accordingly, by opening an account with the Bank the Customer shall be subject to such Banking principles as may be in force from time to time. The Sharia aspect of the terms and conditions upon which such products and services are obtained by the Customer shall be subject to the guidelines and decisions of the Bank's Sharia Supervisory Council.
 23. The Bank is governed by all normal laws and regulations of Sri Lanka applicable to Banks, (including regulations and directives issued by Central Bank of Sri Lanka) whilst conforming to Sharia principles under the guidance of the Bank's Sharia Supervisory Council.
 24. On any dispute concerning the Sharia aspect of the terms and conditions upon which the Bank offers any products and services to the Customer, the decisions of the Bank's Sharia Supervisory Council shall be final.
 25. The Customer hereby acknowledges that the Bank is subject to Foreign Account and Tax Compliance Act (FATCA) of the United States of America (USA) which is an extra territorial legislation in nature, as a Foreign Financial Institution and recognizes that the Bank is obliged to comply with the rules and regulations of FATCA which involves reporting of the assets of US Persons and withholding of taxes and similar obligations. The Customer also acknowledges that the Bank may be subjected to other similar extra territorial legislation imposed by other foreign jurisdictions at any time in the future or from time to time. The Customer hereby authorises the Bank without further reference to report all information pertaining to the accounts and investments, opened and / or maintained and /or made / or closed by the Customer to the Internal Revenue Services of the US (US-IRS) or any other regulatory authority of the USA or any other jurisdictions, where a duty and /or obligation of reporting is imposed on the Bank to comply with the requirement for disclosure of such information. The Customer also hereby instructs the Bank to act further in accordance with any instructions issued by US- IRS or any other regulatory authority in any other jurisdiction as aforesaid, including but not limited to continued monitoring and reporting, withholding and remittance of any taxes, levies, penalties or other charges relating to Customer account to the US –IRS or any other regulatory authority in any other jurisdiction.
 26. Even though the Customer may not be a 'US Person' within the definition of the FATCA or a citizen (national) of any other foreign jurisdiction at the time of opening of any account if the Customer subsequently become a 'US Person' or a citizen (national) of any other foreign jurisdiction as aforesaid the Customer hereby undertakes to inform forthwith the Bank of such change of status and the Bank shall be authorised from thereon to apply the foregoing conditions in Section 26 above and act accordingly. The Customer also hereby agrees that if the Customer fails to comply with this requirement or is found to be a recalcitrant Customer as per provisions of FATCA or any other foreign law (i.e. not cooperating with the Bank to fulfill its obligation) the Bank is entitled to designate the Customer as 'a recalcitrant Customer' and report as such and close any account of the Customer and terminate the relationship with or without further notice forthwith without any liability on its part for any losses, damages, expenses etc. that may accrue to the Customer by reasons of so doing.
 27. These terms and conditions may be amended, added to, or replaced from time to time at the absolute discretion of the Bank and any such amendment; addition or replacement will be notified to the Customer by the Bank. Displaying such terms and conditions as amended, added to, or replaced in the banking hall of the Bank's head office and branch offices is deemed to be sufficient notification of such amendment, addition or replacement.
 28. By continuing to operate the account or accounts at the Bank after such notification the Customer is deemed to agree to any such amendment, addition or replacement in the foregoing conditions made by the Bank unless the Customer has made the Customer's objections known within two weeks of the date of the notice of the amendment, addition or replacement of these terms and conditions.

29. The Customer confirms that this concurrence is granted with full knowledge and understanding and in terms of the provisions of Section 77 of the Banking Act of Sri Lanka number 30 of 1988 as amended.

TERMS AND CONDITIONS FOR INTERNET BANKING FACILITY

1. Definitions

In these Terms and Conditions and the connected documentation relating to 'Amana Bank Internet Banking Application – Corporate Package' unless the context otherwise require the following words and terms shall have the following meanings.

- Amāna Bank or The Bank or AB : shall mean Amana Bank PLC a Company duly incorporated in the Democratic Socialist Republic of Sri Lanka (Reg. No: PB 3618 PQ) and having its registered office at No. 486, Galle Road, Colombo 3, Sri Lanka and a Licensed Commercial Bank in terms of the Banking Act No. 30 of 1988 as amended and where the context so requires and admits shall include its successors and assigns.
- Authorizer : shall mean any person duly nominated/appointed by the customer to authorize and/or confirm various transactions input by an initiator in the internet banking portal irrespective of whether such person is in the employment of the company.
- Initiator : shall mean any person duly nominated/appointed by the customer to input various transactions in the internet banking portal irrespective of whether such person is in the employment of the company.
- The Customer : shall include a body corporate or a partnership or any unincorporated body of persons such as clubs societies etc., that maintains an account at Amana Bank and shall where the context so requires include the heirs executors and administrators and /or successors and assigns of the said customer.
- The Internet Banking Portal or AB IB Portal : shall mean the Internet Banking Portal that will be made available to customer for the purpose of carrying out banking transactions and shall include all the modules that may be available at any given time.
- User : shall mean and include persons authorized by the customer to use the AB IB Portal for the purposes of carrying out banking transactions and shall include all Initiators and Authorizers
- User identification data means and includes the User IDs, Passwords Personal Identification Numbers (PIN) and other form of data used for electronic verifications.

In these Terms and Conditions the words importing the male gender shall include the female and words importing the singular shall include the plural and vice versa.

2. Customers of Amana Bank may apply in the prescribed format to obtain access to use AB internet Banking Portal for the purpose of conducting their banking transactions with AB via the said portal.
3. Upon receiving such application the Bank will have the absolute discretion to decide either to accept or reject the application. In the event of the Bank deciding to approve any such application the Bank may ask the customer to sign and execute further documents or furnish further information prior to granting access to the AB IB Portal to the customer.
4. The Internet Banking Portal is made available by the Bank to the Customer on a "as is, as available" basis
5. The Bank reserves the right to add to the functionalities and options in the AB Internet Banking Portal and if deemed fit at its discretion to take out or disable any functionalities or modules in the Portal at any time and from time to time. All of such changes will be notified to the Customers by the Bank either through the AB IB Portal or by any other means convenient and as may be expeditious in the given circumstances.
6. For the purpose of making use of the facilities provided by the said AB IB Portal customer is required to appoint and authorize two (02) levels of users viz;
 - i) at least One (1) Initiator – the person who will input any transactions to the AB IB Portal .
 - ii) at least one (1) Authorizer – the persons who authorizes the transactions input by the initiator/s in the AB IB Portal.
7. The Customer shall ensure that the Authorizers so appointed by the Customer shall be chosen from the authorized signatories to the bank accounts maintained by the Customer with the Bank in terms of the mandate given by the Customer to the Bank and in the event of any such Authorizers appointed by the Customer hereunder not being authorized signatories at the time of such appointment the Customer specifically agrees that the Bank shall be entitled to deem such person or persons to be authorized signatories for all intents and purposes for performing transactions and/or giving instructions and receiving information from the Bank via the AB IB portal.
8. The users so appointed will be the only authorized users to use the AB IB Portal to effect the banking transactions of the Customer via the said AB IB Portal.

9. Both levels of users will be issued with passwords and/or Personal Identification numbers (PIN) (user identification data) by the Bank on the written request in that behalf by the Customer, as a measure of security, without the use of which it will not be possible for the users to access the Internet Banking Portal.
10. In the event of any of the users being on leave or temporarily unavailable the Customer may suspend his user ID and may re-activate the same by following the procedure set down by the Bank. The Customer may also de-activate any user ID permanently or appoint a new user by providing written instructions therefore in accordance with the Terms and Conditions and the account Mandate.
11. The Customer is responsible to ensure that duly appointed Users keep the said user identification data secure and in confidence and do not disclose the same to any other party. In case such information is disclosed by the Customer or the Users to any other party the Customer and the Users appointed hereunder shall be solely responsible for any and all transactions conducted by the use of such user identification data and for any transactions performed by any unauthorized persons by using the said user identification data
12. The Customer is responsible to ensure that duly appointed Users conduct only transactions approved by the Customer and the Customer and the users appointed hereunder shall be solely responsible for any and all transactions conducted by the use of such user identification data and for any transactions performed by any misuse thereof by the users.
13. The AB IB portal could be accessed any time anywhere depending on the availability of internet access and availability of the Banks systems. However Customer shall refrain from allowing use of personal computers or devices with public access which may compromise the security of the accounts and information and the Bank will be entitled to terminate the AB IB facility from the Customer in the event of non-compliance with this Condition.
14. Although the AB IB Portal can be accessed anytime anywhere as aforesaid in the event of Customer requesting for opening of Documentary Letters of Credit, Performance Bonds, Bid Bonds, Advance Payments Guarantees and Shipping Guarantees or sending in any requests for information through the IB portal such requests will be processed subject to the normal business days and hours of the Bank and in accordance with the Bank's General Business Terms and Conditions.
15. It shall be the sole responsibility of the Customer to ensure:
 - i) AB IB Portal will be accessed only by the authorized personnel and by use of devices with recommended security standards.
 - ii) That the user identification data issued to the users will be kept confidential by such users and shall not be shared with any other person.
 - iii) Ensure that only the named authorized personnel will access and use the AB IB Portal only for the purpose of legitimate banking transactions of the Customer with the Bank which are conducted in the usual and ordinary course of the business of the customer.
16. The Customer must immediately inform the Bank of any discovery by it of any unauthorized use of its User identification data and whether the Customer wish to deactivate one or more user ID's and upon receipt of such request the Bank may deactivate such user ID's if so requested. Customer shall also ensure that any compromised user identification data is changed forthwith.
17. The Bank will not be responsible for any losses damages or expenses incurred by the Customer as a result of performing any transactions or activities on the AB IB Portal by any person whether authorized or not in that behalf by the Customer as long as such transactions or activities have been performed by use of proper user identification data specifically allocated to the Customer's duly appointed users. The Customer also hereby agree to indemnify the Bank and hold the Bank indemnified and saved harmless against all actions damages costs claims or demands which may at any time or from time to time hereafter be prosecuted suffered made preferred by the customer or any person or persons in respect any Transactions or activities performed by the use of User identification data issued to the Customer's users as aforesaid.
18. This Facility is made available on the basis that transactions such as fund transfers within accounts at the Amana Bank will be processed through automatically and the Bank will not be in a position to block such transactions even at the request of the Customer as such transactions are completed on a real time basis.
19. In the event the Customer requests the bank to reverse transactions or transfer bank funds that were transferred to a third party account by a mistake or otherwise where such transfer has been automatically processed through the use of the AB IB Portal the Bank will not be able to and will not be responsible for reversal of such transactions unless the customer and the third part beneficiary whose account had been credited agree to such request in writing. Any such instructions from the Customer and the third party concerned must be signed in accordance with the mandate of the relevant account/s.
20. Any transaction involving foreign currency will be subject to Laws Regulations and Directions of the Department of Foreign Exchange of the Central Bank of Sri Lanka and as such it will not be possible to perform certain types of transactions involving Foreign Currency denominated accounts and certain Sri Lankan Currency denominated accounts which are subject to special regulations by the such Department or any other authority.
21. Any and all copy rights design rights know how patent design trademark and/or any other intellectual property right/s of any description relating to the AB IB Portal shall be deemed to belong to the Bank whether the said rights belong to the Bank or another party and have been acquired by way of acquisitions, assignments, law or otherwise or used by the Bank in pursuance of an agreement or consent from a third party and the Customer does not have and will not claim any copy rights design rights knowhow patent design trademark and/or any other intellectual property right/s of any description whatsoever at any time.
22. AB IB Portal and its Intellectual property rights shall at all times remain the sole property of the Bank as aforesaid and the Customer will not copy misuse hack reverse engineer decompile the system or attempt to do so in violation of the said rights or gain unauthorized or illegal access to any of the information, techniques, data or designs relating thereto.
23. The Customer and its users employees, agents and all its subsidiaries and associated companies shall maintain strict secrecy and confidentiality in respect of any information including without limitation information relating to the Bank's or its subsidiaries or its customers information, operations, processes, plans or inventions, product information, know how, design rights, trade secrets, market opportunities, business affairs and information that may become known to the Customer by the use of the AB IB portal. This Condition of Secrecy and confidentiality shall survive the termination of the use of AB IB portal and shall apply at all times other than in following limited circumstances;
 - i) Where the Customer has prior written authority from the Bank to disclose such information.
 - ii) Where the information is already known to the Customer or had been in its possession before free of any obligation to keep it confidential;
 - iii) Where any information is or becomes publicly known through no wrongful act or default of the Customer;
 - iv) Where disclosure is necessary by reason of legal, accounting or regulatory requirements imposed by any competent authority.
24. The Customer shall undertake on behalf of itself, its users, employees, agents and all its subsidiaries and associated companies that all such confidential information coming to the knowledge of the Customer or its users, employees, agents etc. Shall be received and kept in strict confidence.
25. The AB IB Portal is provided exclusively for the use of the Customer for the purpose of conducting Customer's banking transactions and is non-assignable.
26. These Terms and Conditions and the Use of the AB IB Portal and all transactions and activities conducted or processed through the AB IB Portal will be governed by the laws of Sri Lanka and the Bank's General Business Conditions, Customer mandate and all directions issued by the Central Bank of Sri Lanka and other regulatory authorities. Subject to the above the Customer may conduct its legitimate business transactions through the AB IB Portal as made available by the Bank.

TERMS AND CONDITIONS FOR E-STATEMENT FACILITY

1. The E-statement facility is offered to customers of Amāna Bank PLC at the risk of the Customer.
2. The Customer by obtaining this facility authorises Amāna Bank PLC and requests the Bank to send his statements of accounts relating to current account/s or savings account/s to him via the e-mail address furnished by the Customer to the Bank.
3. It is the duty of the Customer to furnish to the Bank an accurate and active e-mail address to which account statements must be sent.
4. By registering for the E-statement facility the Customer agrees to the transmission of the account statements through the internet and also acknowledge that he is aware that transmission of information through the internet/via e-mail cannot be guaranteed to be error free due to the inherent nature of such transmission and agree that the Bank shall not be liable for such errors caused in transmission.
5. From the date of registration for the E-statement facility the Bank shall only transmit statements of accounts as requested by the Customer through e-mail at the frequency agreed upon to the e-mail address furnished to the Bank.
6. If the Customer wishes to obtain paper statements the Bank shall provide the same subject to the usual charges imposed by the Bank in the ordinary course of business.
7. The Customer shall not be entitled to conduct any transactions on the account/s via this facility.
8. It shall be the responsibility of the Customer to ensure that the Customer's account statements so e-mailed are not disclosed to or accessed by any unauthorised persons and without prejudice to the generality of the foregoing the Customer by obtaining and continuing to use this facility agree that the Bank shall not be liable for any losses which the Customer may suffer if such information contained in the statements are accessed by any third party.
9. The Customer shall undertake to indemnify the Bank and keep the Bank indemnified at all times and to save the Bank harmless from, all losses actions, damages, proceedings, costs, expenses, claims and demands which may be suffered, incurred brought or made against or suffered or incurred by the Bank at any time and from time to time arisen either directly or indirectly out of or in connection with the Bank providing the E-statement facility to the Customer upon the Customers request as above and acting thereon in accordance therewith.

10. The Customer shall pay all the relevant charges which may be imposed by the Bank in respect of this facility from time to time.
11. Notwithstanding any provision herein contained the Bank may if such e-mail address as provided by the Customer is not accessible for any reason whatsoever (including a technical fault on the part of the Bank) send a paper statement to the Customer's last known postal address and shall thereupon be discharged from all liabilities whatsoever under the terms hereof.
12. In any event the Bank may at any time at the Bank's absolute discretion refuse to provide or discontinue to provide the E-statement facility to any Customers.
13. These 'Terms and Conditions' shall be in addition to and not in substitution of the Bank's 'General Terms and Conditions' and other conditions as may be imposed by the Bank in respect of any Banking facilities obtained by the Customer and the Customer shall continue to be bound by the said 'General Terms and Conditions' and such other conditions as may be imposed by the Bank in respect of any Banking facilities obtained by the Customer from the Bank from time to time.
14. These 'Terms and Conditions' shall be governed by the laws of Sri Lanka.

TERMS AND CONDITIONS FOR SMS ALERT FACILITY

1. In these Terms and Conditions the following words shall have the following meanings.
'Customer' or 'Business Customer' – shall mean any Company, Partnership or Sole Proprietorship who opens and maintains a current account or a savings account in the name of the business with Amāna Bank PLC.
'Delegates' shall mean the person authorized by the customer (Account Holder) to receive SMS Alerts and shall include any Director, Partner, Sole Proprietor or any other Manager, Officer or Employee of the customer so authorized.
'SMS Alert facility' or 'the Facility' – shall mean the facility made available to customers by the Bank to receive alerts of selected types of debits and credits affecting the Customer's accounts via a mobile telephone number registered with Amāna Bank PLC. Unless repugnant to the context words imputing the masculine gender shall include the feminine gender and the singular shall include the plural and vice versa.
2. The Business customers of Amana Bank PLC as defined above who maintain a current and/ or a savings account or accounts shall be entitled to obtain the SMS Alert Service by registering for the same and upon payment of the relevant fees and subject to the terms and conditions for such service. The Customer by obtaining this facility authorizes Amāna Bank PLC and requests the Bank to send alerts on debit and credit transactions performed in the nominated accounts to nominated numbers registered with the bank via a short message service sent through a mobile service platform.
3. This facility is made available to the customers by the bank "as is" "as available" basis and the Bank shall endeavour to provide uninterrupted service but shall not be responsible for any losses damages inconveniences caused to the customers by the facility not being available at any time or from time to time.
4. It is the duty of the Customer to furnish to the Bank an accurate and active mobile number to which transaction alerts must be sent. In the event of not receiving any SMS Alerts due to the non-availability of the network or the disconnection of the mobile number by the telecommunication service provider the Bank will not be held responsible for any loss or damage suffered by the customer either directly or indirectly.
5. The customer shall be solely responsible as to the employees or Directors or other Officers who have access to the mobile telephone of which number is registered with the bank for receiving SMS Alerts hereunder. In the event the customer wishes to change any such mobile number or stop or discontinue sending SMS Alerts to such mobile number, such instruction should be conveyed to the Bank by the customer in writing signed by the authorised signatories of the relevant accounts prevailing at the relevant time according to the account mandate and the Bank shall not be responsible for any unauthorised disclosures of information sent by SMS Alerts as aforesaid by any servants, agents Directors, Managers or other representatives of the customer.
6. By registering for the SMS Alert facility the Customer agrees to the transmission of the transaction alerts through a mobile telephone network and also acknowledge that the customer is aware that such transmission of information through the network/via SMS cannot be guaranteed to be error free due to the inherent nature of such transmission and agree that the Bank shall not be liable for such errors caused in transmission.
7. It shall be the responsibility of the Customer to ensure that the Customer's transaction alerts sent via SMS are not disclosed to or accessed by any unauthorised persons and without prejudice to the generality of the foregoing the Customer by obtaining and continuing to use this facility agree that the Bank shall not be liable for any losses which the Customer may suffer if such information contained in the SMS are accessed by any third party.
8. The Customer shall undertake to indemnify the Bank and keep the Bank indemnified at all times and to keep the Bank saved harmless from all losses actions, damages, proceedings, costs, expenses, claims and demands which may be suffered, incurred brought or made against or suffered or incurred by the Bank at any time and from time to time arising either directly or indirectly

- out of or in connection with the Bank providing the SMS Alert facility to the Customer upon the Customer's request as above and acting thereon in accordance therewith.
9. The Customer shall pay all the relevant charges as may be imposed by the Bank in respect of this facility from time to time.
10. In any event the Bank may at any time at the Bank's absolute discretion decide to discontinue the provision of this service If in the opinion of the bank it becomes impractical or commercially not viable to provide such a service any longer.
11. These 'Terms and Conditions' shall be in addition to and not in substitution of the Bank's 'General Business Conditions' and other conditions as may be imposed by the Bank in respect of any facilities obtained by the Customer and the Customer shall continue to be bound by the said 'General Business Conditions' and such other conditions as may be imposed by the Bank in respect of any banking facilities obtained by the Customer from the Bank from time to time.
12. The bank reserves the right to change amend or delete or replace these terms and condition at any time of frame time to time and any such changes, amendments and or additions or replacements shall be notified to the customer by the bank by displaying of the same in the Branches and on the website www.amanabank.lk or any other appropriate method. The customer by continuing to use the facility agrees to be bound by all such changes amendments or additions or new Terms and Conditions.
13. These 'Terms and Conditions' shall be governed by the laws of Sri Lanka.

TERMS AND CONDITIONS FOR DOORSTEP BANKING FACILITY

1. Definitions and Interpretations

- 1.1. In these terms and Conditions, the following words and phrases will have the following meanings.
'DB' means the service offered by the Bank known as Doorstep Banking which includes cash and cheque collections from customers to the credit of the designated accounts subject to the terms and conditions hereof and also any other services which may be added to the scheme from time to time
'DB Agent' means and includes a bank staff member who is assigned to visit the customer and carry out collection activities under the DB services.
'The Customer' or 'Customers' Means the account holder or account holders of Amana Bank registered for the DB.
'Designated Account' shall mean the Current or the Savings account or accounts designated by the customer as the account/s registered for DB. Such accounts may be individual or joint accounts of individuals aged over 18 years (personal accounts), business accounts such as accounts of limited liability companies, sole proprietorships and partnership accounts and any other type of account as determined by the Bank from time to time.
'Effective date' the specified date on which the customer/s is accepted as registered for the DB.
'Force Majeure' event shall include war civil commotion riots and/or fire floods storms and any other natural or man-made disasters and events such as strikes, lock-outs go slow and similar labour actions and/or acts of God and acts of Government or any other events or occurrences which are outside the control of the bank that may reasonably affect the Banks ability to provide this service at any given time.
'Maximum collection limit' shall mean the maximum amount of Cash or the monetary value of the cheques (or a combination of a cash or cheques) collection amount specified by the bank at its discretion from time to time as the maximum permissible limit that the Bank will collect under the DB scheme from any customer/s at a time or within a definite time period and informed to the customers.
'Working day' shall mean any day of the week in which Amana Bank is open for business excluding weekends and bank holidays.
- 1.2. In these terms and conditions unless the context requires otherwise;
 - a) The words importing the masculine gender shall include the female gender and words importing the singular shall include the plural and vice versa.
 - b) The Headings are inserted only for convenience and shall not affect the construction hereof
 - c) The references to clauses are references to clauses in this document.

2. Eligibility Criteria and Availability

- 2.1. Any deposit account holder having and maintaining a personal current and or savings account (either individually or jointly with another account holder) or business current and/or savings account at the Bank is eligible to apply to register for DB subject to the terms and conditions applicable for such accounts in the normal course of business.
- 2.2. In case of corporate accounts (Company accounts) a Board resolution will have to be submitted along with the application authorizing the Directors or officers named in such resolution to be the authorized personnel to deal with the bank for this purpose. In case of Partnerships a letter signed by all the partners in a form substantially acceptable to the bank has to be submitted signed by all the partners authorizing one or more partners or officers named in such letter to be the authorized personnel to deal with the bank for this purpose.

- 2.3. DB will initially include cash and cheque collection for deposit in the customer's own account by the Bank staff from such customers who are registered subscribers to this service.
- 2.4. The Bank has the right to accept or reject the application to subscribe for DB at its sole discretion
- 2.5. The DB services shall be available to a customer from the effective date.
- 2.6. The Bank may from time to time specify such other financial or non-financial criteria for DB services eligibility and also set maximum collection limits for DB transactions.

3. Fees and Charges

- 3.1. The following fees and charges will be applicable to the DB services
 - i. An Activation fee (A joining fee)
 - ii. Annual Subscription
 - iii. A transaction fee for each transaction under DB
- 3.2. All such fees will be recovered from the designated account of the Customer or in case of lack of funds in such designated account from any other account of the customer/s
- 3.3. The amount of such fees applicable for DB services which is subject to change at any time or from time to time as per clause 3.4 hereof will be notified to the customer by the Bank at the time of applying for DB and thereafter from time to time
- 3.4. The Bank reserves the right to change such amount of fees at any point of time and from time to time at its sole discretion and the Bank will inform the customer of any such changes and all such changes shall be binding on the customer.

4. Operational conditions

- 4.1. The Customer shall be entitled to request DB service and issue instructions only by calling the dedicated DB telephone number or numbers. The Calls will be recorded by the Bank and the instruction will be accepted only if they are in accordance with the account mandate and operating instructions.
- 4.2. The DB services will generally be available on 'first come first serve' basis. The Bank may therefore at any time refuse to accept a request for a DB service from a customer if;
 - i. The request cannot be accommodated at that time given all the other accepted requests in hand for the day
 - ii. Due to force majeure event/s or considering the cut off times or any other reason that makes not possible for the bank to send a DB Agent at the requested time to the requested place.
 - iii. For any other reason which in the opinion of the bank justifies refusing of such request.
- 4.3. Cash and Cheque deposits will be accepted by DB Agent only from the account holder and In case of joint accounts from one or all of the account holders as per the mandate and the operating instructions given to the bank and only for the deposit of the designated accounts.
- 4.4. Immediate credit will be given for cash deposit by DB agent by use of an Electronic Point of Sales Machine upon acceptance of cash deposit and a receipt will be issued. However, cheque-deposits will be accepted only on collection basis and credit will be given only upon clearing. Such cheques will be sent for clearing by the Bank as soon as possible after handing over to the branch subject to cut off times
- 4.5. The Customer is required to abide by all prevailing laws rules, regulations, and requirements of the bank in respect of any cash and cheques deposits, complete and sign all documentation and provide proof of identity as required by the bank's DB Agent for the purpose of such deposit. The DB Agent has the right to refuse to accept the deposit if any such requirements are not complied with. The Customer shall have a right to ask the DB agent to produce satisfactory proof of identification prior to carrying out any transaction.
- 4.6. Despite the acceptance of the deposits by the DB Agent if it is subsequently found by the Bank that there were forged notes among the cash deposited the Bank will be entitled to reverse such transaction or debit such amount as necessary to the customer's account and recover the amount represented by such forged notes and keep the customer informed.
- 4.7. The Customer shall not hold the bank responsible for any delay or failure of the DB Agent to arrive at the agreed place at the agreed time and/or non-collection due to a force majeure event or other unforeseen circumstance whatsoever. The customer agrees to hold the bank indemnified and saved harmless from any claim or claims for damages whether arising directly or indirectly from such failure or delay. Without prejudice to the above the Bank agrees to inform the customer upon the occurrence of any such event as soon as may be practicable.
- 4.8. No withdrawals or other transactions will be allowed.
- 4.9. These Terms and Conditions are in addition to the General Banking Conditions and any other terms and conditions of the Bank generally applicable to customers of the Bank and are not in substitution thereof and the General Banking Terms and Conditions and any other terms and conditions of the Bank generally applicable to customers of the Bank will apply to and continue to govern the DB services and operation of designated Accounts.
- 4.10. These Terms and Conditions are governed by the Laws of Sri Lanka

5. Changes to the Terms and Conditions

- 5.1. The Bank reserves the right to change, add to or amend these Terms and Conditions or discontinue any one of the services available under DB at any

time or from time to time and or to discontinue the DB altogether. Any changes to the Terms and Conditions will be displayed in the Bank's website and the Branches and informed to the Customer in other suitable manner and be binding on the customer. The Customer by continuing to use the DB Service agrees to abide by the such changes to the Terms and Conditions.

- 5.2. In the event of Termination of the DB the customer will be notified and a pro rata portion out of the amount of the annual subscription already charged will be refunded based on the month in which the fees were paid and the month on which the termination occurs. The customer shall not be entitled to any other form of damages or compensation whatsoever other than the said refund of proportionate annual subscription amount.

TERMS AND CONDITIONS FOR E-MAIL TRANSMISSION FACILITY

1. The Customer understand the inherent problems in verifying the source of Electronic - Mail (E-Mail) transmissions and authenticity signatures on Electronically Mailed (E-Mailed) documents and confirm that the Bank shall only be obliged to compare the signatures shown on the Electronic - Mail (Email) transmissions with the signature(s) in the Bank's records as far as practicable in the circumstances and shall not hold the Bank responsible for any unauthorized use of the Customer's signature(s) on the Electronic- Mail (E-Mail) transmissions.
2. Further the Bank shall be entitled to act on such Electronic Mail (E-Mail) transmissions without waiting for a confirmation by letter and even if such confirmation letter will not have been received by the Bank or even if the purported confirmation letter shall contain instructions different to those mentioned in the Electronically Mailed (E-Mailed) instructions.
3. In consideration of the Bank agreeing to accept and act at the customer's request as aforesaid on notices and instructions sent by means of Electronic Mail (E-Mail) transmissions in respect of the aforesaid matters financial transactions and banking facilities the customers jointly and/or severally hereby undertake to indemnify the Bank from acting in accordance with such Electronic Mail (E- Mail) transmissions bearing the customer's signature(s) or our authorized signatories (as informed to the Bank from time to time) and agree to hold the Bank safe and harmless from any claim, loss or damage whatsoever which the Bank may incur in consequence of acting upon such Electronic Mail (E- Mail) transmissions without having first received the original documents containing such Electronically mailed (E- Mailed) instructions in confirmation thereof
4. The Customer shall only maintain One (01) Electronic Mail (E-Mail) address to notify you the aforementioned instruction/s to the Bank
5. These Terms and Conditions are governed by the Laws of Sri Lanka

TERMS AND CONDITIONS FOR LANKA QR PAYMENT FACILITY

1. Definitions and Interpretations

- 1.1. In these Terms and Conditions the following words and the following phrases shall have the following meanings.
 - a) 'Amana Bank or the Bank' – shall mean Amana Bank PLC (Reg No: PB 3618 PQ) a company duly incorporated in the Democratic Socialist Republic of Sri Lanka and having its registered office at No. 486, Galle Road, Colombo 3, Sri Lanka and carrying on business as a Licensed Commercial Bank in terms of the Banking Act No. 30 of 1988 as amended and where the context so requires and admits shall include its successors and assigns.
 - b) LCPL – Lanka Clear Private Limited, LCPL will be the Network Facilitator who would be responsible for routing transactions between the respective Financial Institutions involved in the transaction. Processing and clearing of all payments acquired using LANKAQR code, which are effected through current accounts and savings accounts
 - c) CEFT – Common Electronic Fund Transfer.
 - d) LANKAQR code – is the standardized quick response code introduced to Sri Lanka by the Central Bank of Sri Lanka, based on the "EMV® QR Code Specification for Payment Systems (EMV QRCPS) version 1.0 July 2017". LANKAQR will be used as a form factor to represent the Merchant accepting payment from a buyer.
 - e) Merchant – is the above said Customer of Amana Bank PLC, who is a person/sole proprietorship/partnership/limited liability company or other type of organization, engaged in the selling of goods or services.
 - f) LANKAQR Transaction – Method of accepting payments digitally by the merchant, made by a buyer for Merchant's goods or services , facilitated through the LCPL network.

- g) Designated Account – Current or Savings account designated by the customer as the account registered to be used for payment instructions received for LankaQR Transactions. Such accounts may be individual or joint accounts of individuals aged over 18 years (personal accounts), business accounts such as accounts of limited liability companies, sole proprietorships and partnership accounts and any other type of account as determined by the Bank from time to time.
 - h) LKR – Sri Lanka Rupee Currency.
 - i) MDR – Merchant Discount Rate, charges levied on the Merchant by Amana Bank for each LankaQR transaction.
- 1.2. In these terms and conditions unless the context requires otherwise;
- a) The words importing the male gender shall include the female gender and words importing the singular shall include the plural and vice versa.
 - b) The Headings are inserted only for convenience and shall not affect the construction hereof.
 - c) The references to clauses are references to clauses in this document.

2. Eligibility Criteria and Availability

- 2.1. Any deposit account holder who is engaged in a business, having and maintaining a personal LKR current and or LKR savings account (either individually or jointly) or business LKR current and/or LKR savings account at the Bank is eligible to apply to register as merchant of LankaQR subject to the terms and conditions applicable for such accounts in the normal course of business.
- 2.2. In case of corporate accounts (Company accounts) a Board Resolution passed permitting the company to register as LankaQR Merchant of Amana Bank and appointing two directors or director and company secretary or any other authorized officer in line with the company's Articles of Association to sign this Agreement and all connected documents and instruments should be furnished. In case of Partnerships application be signed by all the partners.
- 2.3. LankaQR transactions will operate through the CEFT channels which facilitates only LKR Transactions.
- 2.4. A Merchant is required to register a Mobile telephone number with the Bank to receive LankaQR transaction related SMS alerts and any other related information.

3. Operational Conditions

- 3.1. The LankaQR Code issued under this agreement cannot be transferred / utilized for any businesses / purpose.
- 3.2. The Bank has the right to accept or reject the application to register as a Merchant and to issue a LankaQR Code, at its sole discretion.
- 3.3. The Merchant will use the LankaQR only for the purpose of doing business as described in this application.
- 3.4. Merchant agrees to resolve directly with the Customer any claim or complaint arising in connection with the sale between Merchant and such Customer, regardless of whether such claim or complaint brought by the Customer or any other party. Merchant agrees to indemnify and hold Amana Bank harmless from and against any and all liabilities, losses, claims, damages, demands, actions, disputes, offsets, counterclaims, costs, expenses and judgments arising out of or relating to any LankaQR transaction.
- 3.5. Merchant hereby authorize the Bank to credit the designated account upon receiving instructions / message from LCPL and debit the account whenever necessary with regards to any LankaQR Transaction.
- 3.6. Charges will be levied on Merchant for each LankaQR transaction in the form of Merchant Discount Rate. MDR is subject to change at the discretion of the Bank and in the event of such change it will be officially communicated through a suitable communication method to the respective merchant. The Bank will hold the right to decide the MDR with a notice to the Merchant.
- 3.7. MDR will apply on transaction amount processed and will be deducted from transaction amount and the net amount will be deposited to the designated account.
- 3.8. The Bank reserves the right to change such amount of fees at any point of time and from time to time at its sole discretion and the Bank will inform the customer of any such changes and all such changes shall be binding on the merchant.
- 3.9. Merchant at any instance will not recover the fee, charge imposed by Amana Bank from the Customer by any means for the purchase made.
- 3.10. In the event the SMS alert of the successful transaction is not received to the merchants' mobile number, merchant must check whether his customer has received the debit SMS from his Bank and inform the Amana Bank Contact Centre. And may release the goods or service at merchant's discretion. Amana Bank will take necessary action to make sure that the Merchant will receive the due credit if it is not credited to the designated account in the first instance.
- 3.11. By registering for the SMS Alert facility the Customer agrees to the transmission of the transaction alerts through the network and also acknowledge that he is aware that transmission of information through the

network/via SMS cannot be guaranteed to be error free due to the inherent nature of such transmission and agree that the Bank shall not be liable for such errors caused in transmission.

- 3.12. Upon execution of this agreement, Amana Bank shall have the right to include the Merchant's Name in any directory or promotional material produced in connection with the acceptance of LankaQR transactions.
- 3.13. The Merchant shall inform the Bank any removal of shops or offices and its cessation of business in writing 30 working days prior to its effective date.
- 3.14. The Bank may withdraw the LankaQR anytime with prior notice of the same to the Merchant.
- 3.15. The Bank may suspend or terminate LankaQR without prior notice if the merchant breach/es these Terms and Conditions or if the Bank notices some errors or suspicious transactions the Merchant's Designated Account.
- 3.16. Any material, equipment or any other item provided by the Bank for the purpose of carrying out LankaQR transactions will be returned to Amana Bank on demand, upon termination of this agreement or upon merchant ceasing to do business, whichever is the earliest.
- 3.17. The Bank reserves the right to change, add or amend these Terms & Conditions or discontinue any one of the services. Any changes to the Terms & Conditions will be displayed in the Bank's website or the Branches and informed to the Customer through SMS or any other suitable communication method and be binding on the customer. The Customer can request the bank to reinstate the service/s with the consent of the bank. The customer by continuing to use the service agrees to abide by the changes to the Terms & Conditions. The bank agrees to discontinue any of the services offered under this agreement upon customer request in the event of not mandated by the regulatory.
- 3.18. These terms and conditions are in addition to, and not in subrogation of the Banks GBC and account opening mandates.
- 3.19. This agreement is governed by the Laws of Sri Lanka.

MUDARABA AGREEMENT (For Corporate Accounts only)

This Mudaraba Agreement is made and entered into on this day of 20..... at by and between of herein referred to

as the 'Investor/s' (which expression where the context shall so admit, mean and include the said his/her/their heirs executors administrators successors in interest and assigns) of the ONE PART. AND

Amāna Bank PLC (hereinafter sometimes referred to as the 'Mudarib' or the Bank) a company duly incorporated under the Companies Act No. 7 of 2007 and a Licensed Commercial Bank having its registered office at No. 486, Galle Road, Colombo 03, Sri Lanka. (Which expression where the context shall so admit mean and include Amāna Bank PLC its successors in interest and assigns) of the OTHER PART.

AND WHEREAS the Investor/s is/are desirous of opening a savings account/term investment account with the Bank for the purpose of investing from time to time in the Mudaraba Fund of the Bank to invest in the Bank's business activities that are expected to generate profits.

AND WHEREAS the Bank is willing to accept such funds for investment in the Bank's business activities that are expected to generate profits and share such profits on the following Terms and Conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In this Agreement unless the context otherwise requires,

"Investment" – means the sum or sums of money that the Investor will entrust to the Bank on an agreed Profit sharing basis between the Investor and the Bank.

"Mudaraba Fund" – means the pool of funds managed by the Bank entrusted by customers of the Bank for Investments in Sharia Compliant business ventures.

"Profit" - means the surplus that accrues on investments made by the Mudaraba Fund, which at the end of a specified period (monthly/quarterly/biannually/annually) is available for distribution among Investors of the fund and the Bank

"Loss" means the deficit resulting from investments made by the Mudaraba Fund at the end of a specified period as agreed between the investor and mudarib, to be borne by the Investors of the fund.

2. Profit and Loss:

In the case of Savings Accounts any Profit made by the Fund will be shared in accordance with the Profit Sharing Ratio (PSR) applicable at the time of profits being distributed. The investor hereby acknowledges that the PSR will change from time to time, which will be informed at the beginning of a profit crediting cycle.

In the case of Term Investments any Profit made by the Fund will be shared in accordance with the agreed Profit Sharing Ratio. (PSR)

In case of Losses the Investor will bear the loss up to the maximum value not exceeding the Investor's capital in the Fund.

The Bank will not be entitled to any return as the Fund Manager in case of activities that make losses.

The bank shall invest all monies invested by the investor/s hereunder in strict Sharia compliant business activities. In case it is discovered by the Bank that any part of the funds were invested in a non-Sharia compliant activity/ies subsequent to any investment being made that part of the profits earned from such activity/ies will be donated to Charity in compliance with Sharia principles.

3. Issuing of Savings Account Passbook or Facilitating Periodic Account Statements

Every investor shall be issued with a Savings Account Passbook or facilitated to receive a periodic statement of account according to the choice of the investor. In case of a passbook, it shall be prima facie evidence of his investment with the Bank. It will be the responsibility of the investor to ensure that the passbook is kept properly updated at all times.

4. Issuing of Term Investment Certificate:

Every Term Investment Account holder shall be issued with a Term Investment Certificate which shall be the prima facie evidence of his investment with the Bank. Such Certificate shall specify:-

- a. Name and address of Investor/s
- b. Capital Amount of Investment
- c. Profit Sharing Ratio
- d. Date of Maturity

5. Determination of Profit

It is clearly understood and agreed between the Investor/s and the Bank that the Bank cannot and does not guarantee a specific rate of return on investment/s but only agrees to share the actual profits made by the Mudaraba Fund based on the agreed PSR and applicable to such investment/s at the time of distribution of profits. The PSR ratios offered from time to time will be published by the Bank.

In the case of Term Investment Accounts, once the Investment is made on an agreed PSR for a specified period the Bank shall not be entitled to change the PSR during such period. Any re-investment however will be made on the prevailing PSR at the time of Maturity of the Term Investment Account which may be different to the original PSR.

Further In the case of Term Investment Accounts, if specific instructions are not received by the Bank regarding the re-investment or the return of funds prior to the date of Maturity, the Mudarib is hereby authorized to reinvest the same on the Terms and Conditions prevailing at the time of maturity of the Term Investment Account.

The profit on the Term Investment will be calculated and distributed at the end of every Month or at Maturity as the case may be.

The profit of the saving account shall be calculated daily and distributed at the end of every Month or at or such periodic intervals as determined by the Bank from time to time.

The Mudarib will maintain a reserve account, referred to as the "Profit Equalization Reserve" (PER). This reserve fund, which will be maintained by the Mudarib as a contingency arrangement, accumulated from the distributable profit benchmarked by the CBSL cap rate and provisioning guidelines together with the industry trends, will be utilized, whenever the expected profit return has a significant negative variance

6. Withdrawals

In the case of Savings Accounts, the Investor/s may withdraw the funds from the investment at his discretion.

In the case of Term Investment Accounts, Premature withdrawal of funds invested in the Term Investment Account will be at the sole discretion of the Bank. In case of premature withdrawals the Bank will be entitled to change the PSR to the PSR applicable for normal savings accounts at its discretion.

7. Expenses

The Bank is empowered to charge expenses directly connected with the administration of the Mudaraba Fund, to the fund.

8. Joint Account Holder

In the case of death of any joint holders where two or more persons are jointly holding the account the bank will have the right to hold investments amount to the order of the survivor/s without any prejudice to the Bank's right of lien and set-off of whatsoever nature and the right to take any steps to comply with the provisions of the Bank's rules governing Mudaraba investments or other connected laws and regulations applicable from time to time. In the case of death of one of the account holders, the survivor/s do hereby undertake to advise the Bank in writing forthwith.

9. Provision

The Bank as the manager of the Mudaraba Fund is authorized, using its experience, knowledge and expertise to charge amounts from the profit of the Mudaraba Fund, before any other charge to the profits, to set aside an estimated amount that would be necessary to meet possible losses arising from non performing Murabahas, Musharakas or similar facilities at the time of profit distribution. At the time of winding up the Mudaraba Fund, any excess or shortfalls in the provisions created are to be enjoyed or absorbed by the participants of the Mudaraba Fund for the time being.

PROFIT SHARING RATIOS

Account # 1	Customer	Amāna Bank	Account # 2	Customer	Amāna Bank	Account # 3	Customer	Amāna Bank
1. _____	□□.□%	□□.□%	2. _____	□□.□%	□□.□%	3. _____	□□.□%	□□.□%

SIGNATURES & WITNESSES

We hereby agree and accept all the above Terms and Conditions. We hereby, agree and accept the above Mudaraba Agreement and the Profit Sharing Ratios

Dated the _____ day of _____ 20____ **Title of Accounts :** _____

Chairman/Director/Investor Signature (with seal)

Director/Company Secretary Signature (with seal)

Signed for and on behalf of Amāna Bank PLC

Name : _____
Date : _____

Name : _____
Date : _____

	Signature	Name	Date
Witness 1			
Witness 2			