

TERMS, CONDITIONS & AUTHORIZATION TO OPERATE CUSTOMER ACCOUNT

I/We here by agree and declare that following term and conditions governing the account opened/ to be opened (as detailed overleaf) at any branch of Kumari Bank Limited are acceptable to us

- I. The bank will prescribe minimum balances to be maintained in all customers' accounts Failing to maintain the prescribed minimum balances monthly ledger fees will be levied as per the bank's rules Though a customer will be allowed to withdraw funds from the account even if the balance in the account is below the prescribed minimum balance, the customer will not be allowed to withdraw the funds from the account, should the balance upon withdrawal fall below NRS 500 00 All funds standing to the credit of the account are repayable in currency, which is legal tender at the place and time of withdrawal or repayment. The bank does not allow for the payment of any interest on current account credit balances Interest on interest bearing accounts, having more than prescribed balance shall be paid on half yearly basis i.e. end of June and December unless otherwise agreed by the bank Such interests shall be calculated on 366 days a year basis and will be paid after deducting applicable tax
- 2 Statement of account will be provided either by post/mail/email or to be collected by authorized person, on quarterly basis unless otherwise prior agreement has been made with the bank However, statement of account will not be provided if there has been no transaction in the account for one quarter If customer do not receive / check statement within 15< fifteen) day from the date of quarter end or due date of statement delivery/printing, he is supposed to collect copy of statement within 21(twenty one) days of such due date and any discrepancies thereof to be notified to the bank in writing within next 7 (seven) days of such receipt If the account holder gives no such notice, the statement is deemed to be correct and the account holders may not thereafter raise any objection to such statement. The bank will take care to see that credit and debit entries are correctly recorded in the customer's accounts), But in case of any error, the Bank shall be within its right to make the correct adjusting entries without notice and recover any amount due from the account holder(s) The Bank shall not be liable for any damages. loss etc. due to such errors The customer will correctly state the full address where the statement of account is to be mailed/posted The change in the address or any other details are immediately notified to the bank In case mailed/posted statement of account is returned owing to incorrect or incomplete or change in address or statements remained un-collected till next quarter, a flat fee as per the bank's rules will be charged. Each duplicate statement of account is subject to flat fee as per the bank's rules The post office and other agents for deliver shall be considered agents of the account holder for all deliveries of letter, remittances etc. and no responsibility can be accepted by the bank for delay, non-delivery etc- Account Balance Confirmation Certificate will be provided to the customer upon receipt of written request and a flat fee as per the bank's rules will be charged
3. Cheque book for customer account will be provided upon maintaining the prescribed minimum balance in the account to enable him to operate the account The Bank reserves the right to refuse to comply with any drawing instructions unless made by the cheque The customer may request the bank to deliver the cheque book to a third party, however, the request should be supported by appropriate identification/ certified specimen of the third party receiving the cheque book If cheque book is sent to account holder by post at his request, the account holder shall be liable for any loss resulting from any failure or delay in the cheque book reaching to him. The cheque book must be kept by the account holder in a place of safety In the event of loss of cheque book or any leaf of cheque the account holder must give immediate notice in writing to the bank in order to minimize the risk of loss by fraudulent withdrawals

Number of leaves of the cheques must be counted/confirmed as per receipt while receiving cheque book at the bank's counter The bank shall not be liable for payment made against such issued cheques should be signed as per specimen signature supplied to the bank and any alteration in the cheques must be authenticated by the drawer's full signature The issue of customized cheque books is subject to payment by the account holder of the cost of customizing Bank shall not be forced to pay Post dated and stale (dated prior to six months) cheque. However the Bank does not accept any responsibility in the event of stale or post-dated cheques being inadvertently or otherwise honored The Bank will register instructions of drawer of cheque for stop payment, if the cheque has been stolen or payee has been solvent But it cannot accept any responsibility in case such instructions are overlooked The total amount of cheques drawn on the account but not yet presented for payment must not. at any time, exceed the credit balances in the account and available for withdrawal The customers are advised to count their cash withdrawals at the bank's counter in the front of teller The bank shall not be held responsible for any shortfall in cash withdrawals that arc not counted at the bank's counters in front of its tellers The Bank is not obliged to honor cheques drawn against unrealized or un-deared payments into the account. The Bank will levy a charge for any cheque that is returned unpaid for lack of fund Any account holder, who is unable to write, must when withdrawing funds or making any other payment instructions attend the Bank personally to affix his right hand thumb impression on the relevant documentation in the presence of two bank officials

4. An account will be dosed at the two days advance request of the customer levying certain charge and remaining leaves of the cheque book is to be returned to the bank .The account may also be dosed, if the account reflects nil. negative or balance less than the applicable ledger fee for 60 consecutive days- But the account shall not be deemed closed because of mere stagnation of the account for any period or because the bank has withdrawn any facilities afforded or served any demand notice in inspect of the account The bank reserves the right to dose the account at any time after having served the account holder with a notice to this effect and also to refuse acceptance of any deposit without giving any reason. The account may also be dosed upon the order of any court or other Competent Authority.

5 Collections are undertaken at the risk of the customer only The Bank shall endeavor to collect cheque's) and the items! s» as promptly and carefully as possible, but it can accept no responsibility in case of any delay or loss All cheques and other instruments should be crossed before they are deposited for credit of accounts Un-deared items though credited in the account, shall not be available for being drawn against The Bank shall have a right to debit the customers' accounts Ws), If the instrument's are not realized

6 The customers are advised to enquire at the bank's Account Opening Desk for maintenance of minimum balances in the accounts, ledger fees, charges for duplicate statement of account, balance confirmation certificate, account closure, returned cheque and good for payment, and other charges, interest rate and payment method, if any, related to maintenance of accounts at the bank The above-mentioned fees and/or charges will be directly debited to the customer's respective accounts Normally, no information relating to customers' accounts will be provided over telephone All information relating to customer's accounts will be treated with strictest confidence and the information will be provided to the account holders or to the authorized representatives) only The Bank will take care to see that credit and debit entries are correctly recorded in the accounts of the constituent(s)but in case of any error, the Bank shall be within its right to make the correct adjusting Entries without notice and recover any amount due from the constituents The Bank shall not be liable for any damages, loss etc . and due to such errors- In the absence of contract to the contrary the credit balances in any account in the names of two or more persons, on the death of one or more of them, shall be payable to the survivors, and if there is a debit balance, the survivors and the estates of deceased Constituents) shall be jointly and severally liable for repayment thereof.

7 A distinctive number shall be allotted to each account which should be quoted in all correspondence relating to the account and when making deposits or withdrawals An account may not become overdrawn expect by previous arrangement with the Bank In the event of an account becoming overdrawn, for whatever reasons, the bank may charge interest calculated on the daily balance outstanding on the account Interest is calculated in accordance with the bank's custom and practices and is debited to the account each month or at other intervals as the Bank in its sole discretion may decide The counters of the bank are open for transacting business only during the business hours as posted at the bank's premises from time to time. Deposits and withdrawals may be made at any branch of the bank, subject to the bank's right to require proof of identity and to levy such charges as it may think fit. Deposits and withdrawals must be made in the currency of the account, unless otherwise agreed by

the bank Any delay or omission of the Bank in exercising or enforcing (whether wholly or in part) any right or remedy rising in respect of the account shall not be construed as a waiver of such right or remedy The law governing the account is that of Nepal In the event of a dispute arising in relation to the account, the Courts of Nepal shall have jurisdiction The bank reserves the right to amend the charges, fee and any and/or all terms and conditions mention herein at its sole discretion without giving any prior notice to the account holder

8 Further I/we jointly and severally undertake to comply and be bound by the rules, h HIM. Conditions and authorizations of the bank at present or in future for the conduct of my/our account. Further. I/we hereby authorize you to (a) open and /or continue an account detailed in overleaf in my/our name and until you shall receive notice in writing to the contrary from me/us to honor and debit such account any cheques, bill of exchange, promissory notes or other orders,—and receipt for monies (owing to you by roe/us drawn, accepted made or signed by me. us and to carry out my/our instructions in connection with the said accounts not withstanding that any such debit may cause such account to be overdrawn) (b) deliver anything received or held by the bank by way of security of for safe custody or collection or any purpose whatsoever on my/ our account against my written receipt signed as stated above (a) or in accordance with my/our written instruction similarly signed and also in accordance with special instructions given in signature specimen card I/We jointly and severally assume full responsibility for genuineness, correctness and validity of all signatures and endorsements appearing on all cheques, orders, bills, notes and receipts of other documents deposited in our account I/We jointly and severally undertake to hold you free from any or all responsibilities for and to indemnify you against any loss or damage to funds, securities and property deposited with the bank due to any order of government or other authority, law, levy, tax. embargo moratorium, exchange control restrictions or any other cause beyond our control (The term 'the account holder' or customer means each and every holder of an account, acting individually or together, whether one or more individuals, a business organization, partnership, company, government or quasi-government body. dub. association or society in duding authorized signatory of each account Reference to "he* etc in dude, here appropriate, a reference to 'she'. It' and they* etc)

This document is an integral part of the account opening request/Application. We have read, understood and accepted all above "Terms. Conditions and Authorizations" governing, maintaining and operating my/our accounts (as detailed overleaf) at the bank and obtained translated copy of the same.



कुमारी बैंक लिमिटेड
KUMARI BANK LIMITED
BANKING PAR EXCELLENCE