

Sign-up Form for Summit Bank's FX Digital Portal

Date: ____/____/____
Day/ Month / Year

For Bank Use
Client ID

Company Details

Name: _____

Address: _____

City: _____ Country: _____ Postal/ Zip Code: _____

Contact Person: _____ Contact No.: _____

Email: _____

Account No(IBAN): _____ Name of Relationship Manager: _____

User Information

Title: _____ First Name _____ Last Name: _____

Contact No.: _____ Mobile No.: _____ Email Address: _____

CNIC/NTN.: _____ Designation: _____ Employee Code: _____

Address: _____

City: _____ Country: _____ Postal Code: _____

Authorized Signatories

Document Required

1. Request Letter/Board Resolution
2. CNIC (For Individual)
3. NTN (For Corporate)

Sign-up Form for Summit Bank's FX Digital Portal

I/We hereby confirm we have read, understood and accepted the Sign up form. In addition, I/we acknowledge that there are other terms and conditions and agreement(s) intended or expressed to govern the use of other relevant banking products and services offered by Summit Bank Limited (the Bank) which may be used by me/us from time to time. I/We hereby confirm that I/we have read, understood and agree to be bound by such terms and conditions and agreement(s). All of the information I/we state in this form is true and complete. We further agree to provide any update on the same to the Bank from time to time and indemnify the bank from any dispute/ conflict that may arise from the use of such information. I/we authorize the Bank to confirm all information in this Form from any source, which the Bank may choose;

Authorized by:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Accepted By on Behalf of Summit Bank Limited

Signature Verification Stamp ►

Signature: _____

Note – All User Ids and Passwords will be communicated through email.

CPU-Trade Operations & Remittances

12th Floor Summit Bank Plaza, Mumtaz Hasan Road. off. I.I. Chundrigar Road, Karachi, Pakistan

Email: fxhelpdesk@summitbank.com.pk

TERMS AND CONDITIONS

Scope:

These terms and conditions govern our relationship regarding the Summit FX Portal use, Bank reserves the right to change the terms and conditions at any time. Any such change may be notified to you, in writing or by being published on the Web site. If the Bank decides to change/suspend or end the FX Portal services/terminate this Agreement, the Bank will notify the customer with thirty (30) days or any reasonable short time unless this action is due to order of the Court or any competent authority.

These terms and conditions shall be in addition to and not in derogation of the terms and conditions that are applicable to any Account, Product(s) and Services provided by/ maintained at /with Bank, which has already been read and understood or having the same read and explained to me/us, the same has been signed by me/us or to which I/We have affixed my/our thumb impression and/or signature, in acceptance thereof.

The services the Bank will be providing through the Summit FX Portal include requests pertaining to the processing of trade finance and general foreign remittances to be catered by the bank whether or not those transactions require State Bank's prior approval.

Summit FX Portal – Banking Services:

I/We hereby understand and agree: The Bank reserves the right to decide the set of services to be offered to specific customer(s), by adding or deleting any set of services offered under the Summit FX Portal at its sole discretion. The ability to perform activities via Summit FX Portal as decided by the bank will be solely for the purpose of communication and digital transportation of foreign exchange cases including trade finance and general foreign remittances between Bank and its customer(s). That with these terms and conditions the Bank assumes that the consumer(s) know how to use the Web Portal and has adequate understanding of the same. Any errors made by customer(s) during the usage of FX Portal cannot impose liability of any sort on the Bank. With this regard actions and inactions of the Bank after such errors by the customer(s) are solely the discretion of the Bank. To acquaint myself / ourselves with the process for using the facility and the Bank shall not be responsible for any error made by wrong usage of the Summit FX Portal. That the Customer(s) will use the FX Portal for only lawful means.

The Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of any function(s) and/or feature(s) without giving any reason and without incurring any liability.

The Instructions of the Customer shall be effected only after authentication of the Customer by verification of his / her / their USER ID and PASSWORD, Login PIN or through any other mode of verification as may be stipulated at the discretion of the Bank.

It shall be the endeavor of the Bank to carry out the instructions received from the Customer(s) promptly. However, The Bank shall not be responsible for delay / failure in carrying out the instruction(s) due to any reason(s) whatsoever including, failure of operational system or due to any requirement of law. Summit FX Portal's Customer Password responsibilities

The Customer shall be responsible to keep confidential the Summit FX Portal ID Password/ PIN generated in relation to the Account by following the procedure outlined on the Site and the same will not be disclosed to any other person and the Customer(s) will safeguard it from being divulged and/or being used by any other person(s).

- The Customer will not allow any other person to operate the Summit FX Portal Banking Services on their behalf and will not leave the computer unattended during the time when they are logged in to the online Account. The Customer should ensure to never record FX Portal ID and /or password on any software which retain it automatically (for example, any computer screen prompts or 'save password' feature or any similar function on your internet browser). The Customer will not access the Summit FX Portal Banking Services from a computer connected to a local area network (LAN) without ensuring that no one else is able to observe, copy, access or obtain access or information relating to the Summit FX Portal Banking Services.
- Each person, who through the use of the correct FX ID Password/ PIN at the Site can access or use the Summit FX Portal Banking Services, will be considered an authorized Customer. This is applicable even if the said individual is not actually a Customer and the Bank is authorized to accept such Transactions and Instructions by the aforesaid individual logged in to the Site. The risk arising from the use and the misuse of the Summit FX Portal Banking Services is thus solely assumed by the Customer directly and the Bank will not be liable in respect of the same.
- The Customer will only use the Summit FX Portal Banking Services on a computer or other internet access device which the Customer owns and will not access and use the Summit FX Portal Banking Services on a computer or any other internet access device which belongs to any other person. The Bank will not be responsible for any loss, damage or harm caused to any person, including the Customer, as a result of not compliance with this condition.
- The Bank shall not be responsible for any loss or damage if the Customer is unable to gain access and/or use the Summit FX Portal Banking Services due to reasons beyond its control, including, but not limited to, any computer and telecommunication, electrical, technical or network failure/malfunction.
- The Customer understands that the Bank shall make available the Summit FX Portal Banking Services for use on a best efforts basis and routine maintenance, excess demand on the system and other reasons beyond the control of the Bank, may cause disruptions in the availability of this facility
- The Customer will be responsible to keep the computer or other devices to be used to access the Summit FX Portal Banking Services safe and free from any computer virus(es) and any similar programs/software and ensure that they are adequately protected against acquiring computer virus
- It is the responsibility of the Customer to become acquainted with the process of using the Summit FX Portal available on the Site and the Bank shall not be responsible for any errors made by the Customer(s) while accessing the same due to lack of knowledge on the part of the Customer(s).

- Summit FX Portal are intended to be used by the Customer within the geographical limits of Pakistan and in case it is accessed from a foreign country or outside Pakistan, the Customer shall be solely responsible to comply with laws and regulations of the same country/territory including, but not limited to, obtaining any license required for use, import/export of the software/program used for the Summit FX Portal Banking Services in that country.
- The Customer agrees that the Bank may, in its sole discretion, refuse to carry out any instructions given in relation to the Summit FX Portal Services if it has reason(s) (in which the decision of the Bank will be final and binding on the Customer) to believe that the instructions are not genuine or are otherwise improper or unclear or raise a doubt or in case any instructions appear to be illegal/suspicious in any respect.
- To change your Password regularly and make sure that you do not choose a Password you have used before and/or change your password immediately when you suspect that the same has been breached or hacked.
- That the Bank shall not be held guilty or liable for any negligent actions or omission of the user of the digitized FX Portal.

The electronic channel is susceptible to frauds, misuse, hacking and other actions that could affect Summit FX Portal based communication between customer and the bank. Whilst the bank shall aim to provide security to prevent the same, there cannot be any guarantee against such frauds, hacking and other actions that could affect Summit FX Portal. The Customer shall be solely responsible and the Bank shall not be liable for any loss (direct, indirect or consequential) if access is gained to the Customer's account through forgery, wiretapping, theft or divulgence of PIN by the Customer. It is further recommended that the customer installs an adequate anti-virus software to further mitigate possible threats.

Authorization

- The Customer expressly authorizes the Bank to access his / her / their Account Information required for offering the services provider / third party as may be required to provide the services under the facility.
- The Customer understands that the Bank may send rejection or cannot process the request messages for the Summit FX Portal service / transaction request(s) sent by the customer, which could not be executed for any reason.
- Subject to uninterrupted availability of internet facility by respective telecommunication operator, We shall take reasonably practicable steps to make the FX Portal Services available for use at all times. You accept, however, that routine maintenance requirements, excess demand on the systems, any regulatory impediment/order of competent authority and court and circumstances beyond Our control may mean it is not always possible for the FX Portal Services to be available at all times.

- That the Bank shall not be held liable for any delay of services when the Web Portal is under repair or technical construction or for any delay of services which has occurred due to anything which is outside the control or scope of the Bank.
- The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential. That the customer shall at all times treat all the information on the FX Web Portal as confidential and private. However, the Bank shall not be responsible for any inadvertent divulgence or leakage of confidential Customer information for reasons beyond the control of the bank.
- The Customer expressly authorizes the Bank to carry out all Summit FX Portal related services / transactions purporting to have been received from his / her / their end of the Summit FX Portal and authenticated with his / her / their Password, Login PIN etc. It is the responsibility of the Customer to advise / promptly inform to the Bank in case of any change(s) in his / her / their profile such as mobile number or loss / theft, misuse or unauthorized use of his / her mobile phone as well as registered E-mail ID(s) with the bank, by contacting the Bank immediately.
- The Customer accepts that each alert / communication mode in relation with Summit FX Portal may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the bank deems that the same is relevant.
- When a Customer completes providing Summit FX Portal based instructions and the same are received by Bank, underlying request shall be deemed to be fixed and finalized and the Customer may not subsequently raise any objections with respect thereto. Once the customer instructions / requests are received, the transaction(s) may not subsequently be changed or reversed in any way. The Bank may seek clarification from customer at any stage, if & wherever deemed necessary.
- If the customer access the FX Portal Services from a country outside Pakistan, you are responsible for complying with the local laws of that country.

Rights and Responsibilities:

It is the responsibility of the Customer to ensure the correctness of the information supplied by him / her / them to the Bank through the use of the services / facility or any other method. In case of any discrepancy in the information provided to the Bank, the Customer understands that the Bank will not be in any way responsible for action taken based on the information.

The Customer may, in certain cases, request the Bank to stop the execution of Summit FX Portal transaction(s) submitted earlier to the Bank on Summit FX Portal through their registered e-mail. The Bank shall comply with the request to execute or stop a transaction only where it is operationally possible to do so and this shall vary from case to case. The bank shall, at its sole discretion, decide whether it is possible to stop a transaction or execute.

The Customer shall agree to hold harmless and indemnify the Bank against any loss, costs, claims, damages, expenses, liabilities or proceedings, which the bank may incur or suffer as a result of acting

upon or delaying to act upon or refraining from acting upon the aforesaid instructions. If the Customer notices an incorrect, erroneous or unauthorized activity on Summit FX Portal at any given point in time, the Customer must immediately inform the Bank via registered e-mail.

The Customer Accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the bank to ensure the accuracy of the information and the Customer shall not have any claim against the bank in any event of any loss / damage suffered by the customer as a consequence of an inaccurate information provided by the Bank.

The Customer will be responsible for all activities made through the use at his / her / their end of Summit FX Portal whether or not such activities are in fact performed by him / her / them. The Customer shall take all steps possible to ensure that his / her / their Summit FX Portal's Login ID, Password, One Time Password (OTP) is not shared with anyone and shall report to the bank regarding any misuse / loss of the aforesaid confidential information immediately.

It will be the responsibility of the Customer to notify the Bank immediately if he / she suspects misuse of the Password. He / She / They will also immediately initiate the necessary steps to change his / her / their password. The Customer will be solely responsible for any kind of fraudulent or erroneous instruction(s) given from his / her / their end via Summit FX Portal and any financial loss / charges thus incurred will be payable by the Customer.

The Customer shall keep himself / herself / them self updated with regards to any information / modification relating to the services offered under the facility, which would be publicized on the websites and at the branches from time to time and the Bank shall not be responsible if the Customer fails to do so. The Customer shall be liable for all loss if he / she / they has / have breached the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure on his / her / their part to advise the Bank on real time basis about any unauthorized access to the Account.

The Customer can request for termination of the facility by contacting the Bank. Notwithstanding the termination of the said facility, the Customer shall remain accountable for all the transactions made prior to confirmation of any such cancellation request on the customer's Account. The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Pakistan or the country of usage of the Customer.

The Customer accepts the timeliness of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for non-delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer. The Bank will record all Summit FX Portal based communication details which will be deemed as conclusive proof.

The Customer would have to ensure that the Internet Service Provider and/or communication device he/she/they uses / use meets / meet the criteria required to access and communicate through Summit FX Portal.

Withdrawal/Suspension of Summit FX Portal's Access

The Bank may, at its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time without giving prior notice to the Customer. The facility may be suspended for any maintenance or repair work or in case of any emergency or for security reasons. The Bank shall endeavor to give a reasonable notice for withdrawal or termination of the facility but shall not be responsible if such an action has to be taken for reasons of security or emergency. The Bank may also terminate or suspend the services under the facility without prior notice if the Customer has violated the terms and conditions laid down by the Bank or the death of the Customer or separation of customer's authorized user from the organization (in case of corporate accounts category) and exclusion as an account holder / authorized user (in case of individual accounts category) is brought to the notice of the Bank.

The customer may cancel/terminate the use of the FX Portal Services at any time by intimating the Bank in form of a written notice in any way within 30 days with reasons for such an action. If the customer choose to terminate the FX Portal Services it shall be terminated in respect of all the customer's Accounts (if the customer has multiple Accounts), unless the Bank, at its sole discretion, otherwise decide.

GOVERING LAWS

All the transactions are governed by the relevant laws of Pakistan and any legal action taken against should be in the Pakistan.

DECLARATION

That by accessing to the FX Web Portal services the customer hereby agrees that;

The Customer will be liable for any unauthorized use or misuse of the customer's FX Web Portal ID and / or Password and/or Security Token and shall be liable for all resulting losses and expenses, including but not limited to the amount of any transaction on any of following circumstances if the customer: have acted fraudulently, or with negligence or have committed/caused misconduct and/or have breached the Security Procedure; are in default of observing any of the security obligations/Security Procedure as contemplated herein; or have acted without reasonable care so as to facilitate the unauthorized use of the FX Web Portal ID and/or the Password and/or security token. If the customer fails to observe and comply with any T&Cs related to the use of digitized FX Portal. The customer shall indemnify the Bank, Bank's employees, nominees or agents promptly and on a full indemnity basis from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including actual direct, indirect losses), costs and expenses including all duties, taxes, legal costs and other levies and liabilities which the Bank may incur or suffer from or by reason of the customer's use of the FX Web Portal Service.