

For Bank Use Only

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Terms and Conditions

1. Introduction

The holder of HNB Priority Circle Membership (herein after referred to as "the Customer") agrees to be bound by the terms and conditions governing the use of the Value Added Services not limited to the following (hereinafter referred to as the "VAS") made or to be made available to the Customer including but not limited to;

- Wealth Management advisory service
- Insurance advisory services
- Legal advisory services
- Travel concierge service
- Other concierge services

Any other facilities and services which HNB may offer from time to time as part of the HNB Priority Circle Membership

2. Entry Requirements

2.1 HNB Priority Circle Membership may be obtained on invitation by Customers on following options;

- Maintaining deposits in excess of Rs.10,000,000/- or its equivalent in any approved foreign currency in the form of deposits in, Savings (Foreign currency/local currency) or time deposit accounts. (hereinafter referred to as "the Account Threshold"); **Or**
- To whom certain Financial Accommodations are granted by HNB in a value in excess of a sum of Rs.15.0 Mn (comprising exclusively of PFS facilities (Housing loans, Personal loans and leasing facilities and excluding facilities granted against cash deposits) whose salary is routed to an HNB account.

2.2 Opening of An Account/Deposit with HNB is mandatory for HNB Priority Circle Members.

2.3 HNB reserves the right to revise or amend, the Account Threshold referred under Condition No. 2.1 above and any such revision, amendment, change will take effect and become binding on the Customer from such time as brought to the attention of the Customer by prior notice in any manner as HNB deems fit.

3. Bank Charges

All administration, handling, service and other charges to be paid by the Customer to HNB for the provision of VAS by HNB shall be levied at such rates as HNB may from time to time prescribe for the said purpose and any such charges shall be debited to the Customer. All such charges are subject to change/revision without prior notice.

4. Disclosure of Information

4.1 The Customer shall provide any information, records or documents that HNB deems necessary for the provision of VAS required by the customer

4.2 Handling of personal data

- HNB is not prohibited from handling or processing personal data or information in respect of Customers where that data or information is handled or processed in relation to the provision of the VAS and is done in compliance with the Security and Confidentiality provisions more fully prescribed in clause 5 hereto.

5. Security and confidentiality

5.1 HNB agrees to keep all Confidential Information furnished to the Bank confidential, and will not (a) disseminate the Confidential Information to anyone other than the Bank's Representatives (which shall include any agent, external service provider or subcontractor to appointed by HNB) or (b) except as otherwise provided below, use such Confidential Information for any purpose other than to perform any of its obligations hereunder.

5.2 It is understood that HNB may be required to disclose the confidential Information or portions thereof (a) at the request of a Bank regulatory agency or in connection with an examination of the Bank by Bank examiners, (b) pursuant to subpoena or other court process, (c) at the express direction of any other authorized government agency, (d) to the Bank's independent auditors or attorneys, or (e) otherwise as required by law. In any such event, the Bank will furnish a copy of this Agreement to anyone to whom the Bank is required to make such disclosure and, in any of the circumstances mentioned in (b) (c) and (e), the Bank will, unless otherwise prohibited by law, applicable regulations, or restrained by court order, advise the Disclosing Party whose Confidential Information will be disclosed prior to making such disclosure, by sending written notice thereof via one of the following methods as determined by the Bank in its sole discretion: registered post, facsimile transmission or email, to the extent that a mailing address, facsimile number or email address has been provided below.

6. Assumption or risk and indemnity

6.1 Assumption of risk

The Customer assumes all risks and losses arising from or in connection with provision of VAS by HNB.

6.2 Indemnity

The Customer shall indemnify and keep HNB indemnified against any liability, cost, judgment, penalty, fine or the like, including, but not limited to, reasonable legal fees sustained or paid by the Customer by way of suit, claim, settlement or otherwise as a result of any act or omission by HNB in connection with the provision of VAS.

7. Termination of VAS

7.1 HNB reserves the right to cancel/withdrawal at any time without prior notice at its discretion any of the VAS provided hereunder without prior notice and without assigning any reason hereto.

7.2 In the event customers fails to maintain the entry requirement stated above the shall levy a monthly service charge of Rs. 2,000-p.m by debiting an account maintain by the account holder

7.3 In the event customer fails to maintain the minimum entry requirement for a period of 12 months the bank reserves the right to withdraw the VAS, privileges and other benefits and services offered under Priority Circle and convert all accounts to ordinary accounts. The special Credit and Debit Cards issued will be recalled and ordinary Credit and Debit cards will be issued.

Signature :

Name :

NIC :

8. No partnership or contract of employment

Nothing in this agreement shall be construed as implying that the relationship between the customer and HNB is that of partners, or employer and employee.

The customer acknowledges and confirms its position and relationship with the HNB as an independent contractor.

9. Jurisdiction and Governing law

9.1 Place of Jurisdiction.

Without prejudice to HNB's right to proceed against the Customer in any other country or in any other Court, the Customer agrees to submit to the non-exclusive jurisdiction of the Courts of the Democratic Socialist Republic of Sri Lanka.

9.2 Substantive Law

The business relationship, customer accounts, dealings and transactions envisaged herein shall governed by the laws of the said Republic of Sri Lanka

10. General

10.1 Partial Invalidity

If any provision hereof shall be declared or adjudged illegal, invalid or unenforceable under any applicable law such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force validity and effect.

10.2 Failure beyond Bank's Control.

HNB shall not be liable for any failure or delay to provide any service or meet any obligation hereunder due (directly or indirectly) to any causes beyond its control.

10.3 Appointment of Agent.

HNB shall obtain the services of any agent, external service provider or subcontractor to perform any of its obligations hereunder.

10.4 Assignment of Bank.

HNB at any time assign or transfer any or all of its rights and obligations hereunder to any person without the Customer's consent.

10.5 Miscellaneous

a) The Customer agrees that the General Terms and Conditions Applicable for Customer Accounts, Dealings And Transactions maintained by the Bank as may be altered or amended by HNB from time to time shall apply in addition to the terms and conditions herein contained.

b) HNB reserves the right to add, revises, amend or cancel, in whole or in part any of the products and services provided hereunder and the terms and conditions herein contained. Any such addition, revision, amendment, change or cancellation will take effect and become binding on the Customer from such time as brought to the attention of the Customer by prior notice in any manner as HNB deems fit.

c) The Customer agrees that HNB will at all times comply with such provisions as may be required with regard to the provision of VAS and with all Laws, Directions and Guidelines pertaining to the Operations of License Commercial bank in Sri Lanka.

11. Definitions

11.1 "Financial Accommodations" means an extension of credit facility.

11.2 "Confidential Information" means all documents, materials and information, written or verbal, which are furnished, made available or otherwise disclosed by the Disclosing Party or on its behalf, and which contain non-public, confidential or proprietary information concerning the Disclosing Party, including, without limitation, any (a) business model, projection, strategy or forecast of the Disclosing Party, and (b) financial, operational, manufacturing, sales, marketing, servicing or personnel information of the Disclosing Party. "Confidential Information" excludes any documents, materials and information, written or verbal, which (i) was or becomes generally available to the public other than as a result of a disclosure by the Bank or the Bank's Representatives not otherwise permitted hereunder; (ii) was available to the Bank on a non-confidential basis prior to its disclosure by the Disclosing Party; or (iii) becomes available to the Bank on a non-confidential basis from an independent source, provided that such source was not itself known by the Bank to be bound by an obligation of confidentiality owed to the Disclosing Party.

12. Data Privacy

By signing these Terms and Conditions pertaining to the HNB Priority Circle Membership, the customer hereby specifically agrees and grant consent to the following*:

12.1 Processing of customer's personal data for direct marketing messages through email and /or any other channel such as SMS, telemarketing, etc.

12.2 Exposing customer data to third party service providers for statement printing, Card embossing, etc.

12.3 To store such personal data ** outside of Sri Lanka and to be subjected to non Sri Lanka jurisdiction.

* subject to the right of withdrawal of such consent in terms of Sec. 14 (1) of Personal Data Protection Act., No. 09 of 2022.

** "personal data" means any information that can identify a data subject directly or indirectly, by reference to :-

(a)an identifier such as a name, an identification number, location data or an online identifier, or

(b)one or more factors specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of that individual or natural person.

Signature :

Name :

NIC :