PEOPLE	- Accoun	t Opening Application		For Office us	use only				
BANK	3	(Individual/Joint)	CIF No. 1		Serial No.				
Pride of the Nation									
			CIF No. 2						
Date		Illush acale ab	Product Name	A/C No					
Manager, People's B	ank								
		Savings Account							
		Branch							
(Branch Code :	)		Data Entered by	Officer's Signature	Manager's Signature   Checked with				
Diagram array fallow	·		Name & Service No	with Service No	with Service No. AML system				
Please open follow	ving account/s in m	y /our name/s as per details given							
below subject to th	ne rules and regulati	ons of the Bank.							
		TYPES OF A	CCOUNTS						
Savings		Hajj	Ind	ividual	Joint				
		CURREN	CY TYPE						
LKR		Foreign Currency (Please. Sp	ecify the currency)						
EKK			ectry the currency)						
	Personal Detail			Personal Details - A					
Name With Initials (N	Mr./Mrs./Miss/	)	Name With Initials (N	/lr./Mrs./Miss/	)				
Names Denoted By In	itials		Names Denoted By In	itials					
Other Names (if any)			Other Names (if any)						
Data of Birth	NIC NI		Data of Birth	NIC NI					
Date of Birth	NIC No	D	Date of Birth NIC No.						
Driving License No.	Passer	ort No. & Date of Issue	Driving License No.						
Driving License No.	rasspi	ort No. & Date of issue	Driving License No.	Passpon	t No. & Date of Issue				
Nationality / Citizenship	р		Nationality / Citizenship						
Permanent Address			Permanent Address						
Postal Address			Postal Address						
Occupation / Professio	on		Occupation / Profession	n					
Name & Address of the Employer			Name & Address of the Employer						
Telephone No.	Residential / Official		Telephone No.	Residential / Official					
-	Mobile / Foreign			Mobile / Foreign					
Fax No.			Fax No.						
E-mail			E-mail						
Tax Identification No.			Tax Identification No.	<u> </u>					
		KNOW YOUR CUSTOM	ER (KYC) INFORM	MATION					
Mandatory Chec	ks (for office use	only) (To be supported by one of th	e following accepto	ed documents)	_				
1. Verification of Name, Date of Birth, Nationality & Citizenship NIC Passport Driving License Other (Pls. specify)									
2. Verification Of Add	uress								
NIC		Driving License	Letter from	a Public Authority	Income Tax Receipt				
D 8- 4 60 1		T	□ e	at Combract					
Bank Stater	ments	Tenancy Agreement	Employmen	it Contract					
Assassmen	nt Notice	Utility Bills (Pls. specify)							
Assessmen	it Motice	Utility bills (FIS. specify)	Other (Pls. s	pecify)					

				, 6,7 6			ts, S/A-Savings Acco	,			
Criteria	Description		:	<b>S</b> /A	2	Description			<b>S</b> <sub>i</sub>	S/A 1 2	
	Cash						Wire Transfer				
Mode of Transaction	Cheque						Other(Pls. specify)				
	Business Activities						Savings/Investment	s			
	Employment					Family Inward Remi	ttances				
	Loan Repayment						Manufacturing				
	Import/Export						Catering/Restauran	<u> </u>			
Purpose of opening the account and the usage	Whole sale trading						Professional Income				+
								-		+	+
	Service Industry Personal Services						Retailing Other				-
	T CISONAL SCI VICES						(Pls. specify)				
	Business Income						Donations/Charities (Local/Foreign)	<b>3</b>			
	Family Remittances						Business Ownership	)			
	Sale of Property/Assets					Investments					
	Inheritance					Bank Facilities					
Source of Funds	Profession/Employment		+			Other		_			
/ Wealth				-			(Pls. specify)			-	
	Salary/Profit Income										
Anticipated average	Less than Rs. 100,000/-						Rs. 3,000,001/- to 5	5,000,000/-			
deposit per month	Rs. 100,001/- to 500,000/-					Rs. 5,000,001/- to 7,000,000/-					
(Rupees and equivalent)	Rs. 500,001/- to 1,000,000/-					Rs. 7,000,001/-to 10,000,000/-					
equivalent	Rs. 1,000,001/- to 2,000,0		Over Rs. 10,000,000/-		-						
re you a Foreign Perso	Rs. 2,000,001/- to 3,000,0	000/-					Other	•			
	ed Person (PEP) ?	Yes		No		-	"US Person" under th count Tax Complianc	e provisions of th	ountry in futu	es	N
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# **MUDHARABAH AGREEMENT - FOR SAVINGS ACCOUNT**

This Mudharabah Agreement is made and entered into on this day of	in the year
Two Thousand and by and between the PEOPLE'S BANK a Banking Co.	rporation duly
established under the People's Bank Act No. 29 of 1961 as amended and having its	Head Office at
No. 75, Sir Chittampalam A Gardiner Mawatha, Colombo 02 in the Democratic Social	ist Republic of
Sri Lanka (hereinafter sometimes called and referred to as "Mudharib/Fund Manager	/Bank" which
term or expression as herein used shall where the context so requires or admits mea	an and include
the said People's Bank and its successors and assigns of the One Part:	

AND (Holder of NIC No. ...in the said Republic of Sri Lanka (hereinafter sometimes called and referred to as "Rabbul Maal/Investor" which term or expression as herein used shall where the context so requires or admits mean and include the said ... and his/her heirs, executors, administrators, successors and assigns) of the other Part.

WHEREAS the Investor/s is/are desirous of opening a savings account with the Bank and has/have made an offer to the Bank to invest from time to time in the Mudharbah Fund of the Bank to Invest in the Bank's business activities that are expected to generate profits in Islamically acceptable modes.

AND WHEREAS the Bank has accepted the said offer of the Rabbul Maal to invest in the bank's

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND it is hereby agreed by and between the parties hereto as follows :

The definitions of the following words shall have whenever mentioned/used the following meaning associated with each of them

Mudharabah : Is a partnership in profit whereby one party provides capital (Rabbul Maal) and the other party provides Labour (Mudarib).

Rabbul Maal/Investor : Means a person who provides money for investment and enters into a Mudharbah agreement.

Mudharib/Fund Manager: Means a person who manages the funds by investing in Islamically acceptable ventures and shares profits with the investors.

Fund Manager : People's Bank

Mudharabah Savings Fund : Pool of funds entrusted by Rabbul Maal/ Investor to Mudharib/Fund Manager for investments in profit generating business activities in compliance with the principles

Profit: Surplus that accrues on investment made by the Investment Fund, which at the end of a specific

period, is available for distribution among investors and the Fund Manager. Loss : Deficit resulting from investment made by the investment fund at the end of a specified period to be borne by the investors.

In the case of savings accounts any profit made by the fund will be shared in accordance with the pre agreed ratio of 50: 50 (Bank: Depositors). The investor hereby acknowledges that the profit rates will be changed from time to time, which will be informed at the beginning of a profit crediting cycle. In case of losses the investor will bear the loss up the maximum value not exceeding the investors' capital in the fund.

The Bank shall invest all moneys invested by the investor hereunder in strict Shariya Complaint business activities. In case it is discovered by the Bank that any part of the funds were invested in a non Shariya Complaint activity subsequent to any investment being made that part of the profits earned from such activity will be donated to charity in compliance with Shariya principle.

## 03. Issuing of saving account pass books

Every investor shall be issued with a savings account pass book. In case of a pass book it shall be prima facie evidence of his investment with the Bank. It will be the responsibility of the investor to ensure that the pass book is kept properly updated at all times. The investor shall not make any entries in the pass book. In the event of a pass book being lost a duplicate pass book shall not be issued instead a new account shall be opened with the balance lying in the existing account and a fresh pass book shall be issued on receiving satisfactory explanation and sufficient indemnity It is essential that the Bank be notified immediately if a pass book is lost, stolen or misplaced to obviate a risk of fraud. A charge shall be made for the issue of a fresh pass book after opening the new account.

# Determination of profit.

It is clearly understood and agreed between the investors and the Bank that the Bank cannot and does not guarantee a specific rate of return on investment but only agree to share actual profits made by the Mudharabah Fund based on the agreed profit sharing ratio and applicable to such investments at the time of distribution of profits. The Bank's determination of profits and loss shall be final and binding on the investors for all purposes.

The Bank shall not be responsible for any loss incurred by the Business unless caused by the gross negligence, willful default or breach of the principles of Shariya and or terms and conditions of this Mudharabah Agreement by the Mudarib. The profit shall be calculated monthly on the basis of average investment balance and shall be credit to the account on 10th day of each month or as early as possible. The Bank is entitled to share of the profit generated from the fund. The Bank is entitled to 50% of the profit generated from the Mudharabah Savings Fund. The balance shall be distributed prorata among investors in the Mudharabah Savings Fund.

In the case of savings accounts the investor may withdraw fully or partly the funds from the investment at his discretion. The Mudharabah Savings Pass Book shall always be produced whenever a withdrawal is made.

### 06. Expenses

The Bank is empowered to charge expenses including any duties/taxes/levies in any form as required under any applicable rules/laws in-force directly connected with the administration of the Mudharabah Fund to the investment pool.

### 07. Suspension

In the event of a death of a customer and after the fund manager receives a valid notice of his /her death credit balances in his/her accounts shall be released by the fund manager against a valid succession certificate, order of the court, letter of administration/probate, except where operating instructions of either or survivor are not indicated.

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 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 Mudharabah Investments or other connected laws and regulations applicable from time to time.

The Bank shall be advised promptly in writing of any change of address or employment status of the investor. A minimum average balance of Rs.1,000/= shall be maintained in the Mudharabah Savings Account in order to qualify for sharing of profit or bearing of loss.

## 09. Governing Law

All matters provided for in this Agreement shall be subject to Laws of Sri Lanka and the principles of Islamic Shari'ah within the existing regulatory framework applicable to the Bank including rules of Central Bank of Sri Lanka.

The parties hereto agree and declare that if any disputes or differences shall arise , touching or concerning these presents or the interpretation thereof such disputes or differences shall be resolved by mutual negotiations and failing settlement by mutual negotiations the disputes and differences shall be referred to arbitration by two arbitrators (one to be appointed each party) with provisions for an umpire to be appointed by the two arbitrators before commencement of the arbitration.

All competent courts shall have the non-exclusive jurisdiction to here and determine any action, claim or proceeding arising out of or in connection with this Mudharabah Agreement.
The contents of this Mudharabah Agreement have been thoroughly explained by the Mudharib /fund manager to the Rabbul Maal/Investor before the signing.

## 11. Access to the Sharia'h Supervisory Board

The Bank will provide access to the Sharia'h Supervisory Board to review the entire account opening, and account maintenance process of the Mudharabah accounts.

(1)	(a) Signature of the 1st Applicant	(b)	Signature of the 2nd Applicant
(2)	Rabbul Maal/Investor		Rabbul Maal/Investor
	Mudharab/Fund manager		

# DECLARATION OF PEOPLE'S "VISA" / "MASTER CARD" INTERNATIONAL DEBIT CARD HOLDERS

- The Card shall at all times remain the property of People's Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request.
- The card is for my own personal use only. It is not transferable. It shall not be used for any purpose other than for transactions designated by the Bank.
- I/We shall keep my/our Personal Identification Number (PIN) strictly confidential and undertake not to reveal such number to any person at any time or under any circumstances. In respect of the card PIN shall mean the original Personal Identification Number confidentially generated for me/us by the Bank and any substitution effected by me/us.
- I/We shall accept full responsibility for all transactions proceeded or effected by the use of the card however affected.
- I/We hereby authorize you to debit my/our account with the amount of any withdrawal/transfer payment made by the debit card.
- $I/We further authorize you to debit my/our account with all charges relating to transactions \, made$ internationally through the card or through any other Local Networks, wherever applicable and also with any other liabilities inclusive of legal fees or other statutory charges if any, relating to the use of card.
- If my/our account is a joint account, I/we shall be jointly and severally liable for all transactions arising from the use of the card.
- $I/We shall \ accept \ the \ Bank's \ record \ and \ statements \ of \ all \ transactions \ processed \ by \ the \ card \ as$ conclusive and binding on me/us for all purposes.
- If the card obtained by me/us is stolen or lost I/we shall notify the Bank immediately and shall also give a written confirmation to the Bank. I/we shall not hold the Bank liable for any loss 09 incurred by the use of the card that is lost, stolen or used without my/our authority.
- The Bank shall at any time be entitled to amend, supplement, or vary any of these terms and conditions at its absolute discretion with or without notice to me/us and such amendment, supplement or variation shall be binding on me/us.
- The use of the card shall be subject to the Bank's prevailing rules, regulations, and any terms and11 conditions governing all services, facilities and transactions covered by the card.
- 12 The Bank shall have the full discretion to cancel, withdraw or renew the card without any prior notice or any reasons given to me/us. In the event that I/we decide to terminate the use of the

- card, I/we shall give the Bank not less than 7 days prior notice in writing and agree to return the
- 13. All replacements and renewals of the card shall be subject to the terms and conditions which
- 14. The Bank will not be responsible for the card being rejected for any reason whatsoever.
- 15. I/We shall at no time use or attempt to use the card unless there are sufficient funds in my/our account to cover the withdrawal or transfer
- 16. I/We acknowledge that the amount stated on the ATM Screen or a printed inquiry slip or receipt advice shall not for any purpose whatsoever be taken as conclusive of the state of my/our account with the Bank.
- 17. I/We do not hold the Bank liable, responsible or accountable in any way whatsoever for any loss or damage howsoever arising caused by any malfunction or failure of the Card or the ATM or the insufficiency of funds in the ATM.
- All rules and regulations governing the operation of Savings Account shall be applicable to Card transactions relating to such accounts.
- $I/We\ undertake\ to\ use\ my\ card\ abroad\ solely\ within\ the\ limit\ authorized\ by\ the\ bank\ and\ affirm$ that the card will only be used overseas for personal expenses such as travel expenses, hotel charges, incidental expenses, medical expenses and purchase of goods/services for my/our personal use, and affirm that it will not be used to purchase goods in commercial quantities, for capital transactions and purchase goods/services on behalf of third parties.
- I/We undertake to abide by the existing and future regulations and directives of the CBSL issued to govern the EFT Card industry and their usability.
- I/We agree to pay the Bank where applicable, charges and fees in respect of the operations of the card, loss of the card and the charges in respect of dispute resolution of card transactions imposed by the Bank at rates determined by Bank from time to time
- 22. I/We undertake to notify the Bank before leaving the country whenever I/We travel abroad and intend to use the card.

O1. A Buddhist Bikkhu is not entitled to nominate a person as his nomi O2. The relevant branch should be immediately informed in the event o	sholder / Supplementary cholder / Supplementary cholder / Supplementary chosed under the provision onic Fund Transfer Cards in foreign exchange and ed out by me/us in foreign ay require for the purpose to suspend availability of uspect that unauthorized TC issued to me/us and nge. I/We also affirm that k, if I/We migrate or leave	DD/MM/YY  Signature of the Supplementary Cardholder  I, as the Authorized Officer have carefully examined the information together with relevant documents given by the applicant/s and satisfied with the bona-fide of these information and documents. I undertake to exercise due diligence on the transactions carried out by the cardholder on his/her EFTC in foreign exchange on the EFTC if reasonable grounds exist to suspent the availability of foreign exchange transactions are being carried out on the EFTC in violation of the undertaking and to bring the matter to the notice of the Director-Department of Foreign Exchange - Central Bank of Sri Lanka.  Date  Signature of the Authorized Officer On behalf of the Bank.  NGS ACCOUNT HOLDERS  05. The Bank has the sole discretion to decide the minimum balance to be maintained with a Savings Account. At instances where the monthly average balance of the account is less than Rs.1000/- or				
/ E-mail Address.  Deposits other than cash will not normally be collected to savings a  Morough the People's "Visa" / "Master Card" Debit Cards which can be customer will be able to withdraw cash, subject to daily cash with through ATMs connected to Visa/Master network worldwide and rof goods and services from partner outlets connected to Visa/Master network worldwide.	ne obtained for this Account, adrawal limit round the clock, nake payments for purchase	the balance decided by the Bank from time to time as the "minimum balance", the Bank has the right to charge a monthly commission of Rs. 25 /- or an amount decided by the bank from time to time.  If the balance is exhausted due to charging the commission, the Bank has the right to close the account after informing the customer. For this purpose sending a letter under registered cover to the last address given by the customer shall be considered as "sufficient notice".				
DECLARA  DECLARATION OF ELECTRONIC CONTACT (APPL		COUNTS PEOPLE'S "VISA" / "MAS	STER CARD" DEBIT CARDS	AND SMS		
O1. Register/update my mobile phone number and/or email address in alerts, electronic statements of my account/s, from the Bank and related to my electronic banking transactions. O2. I am using this SIM for my personal activities and my Mobile numb and I take full responsibility of banking transactions done through have been facilitated with Internet/Mobile banking and any other f People's Bank Via this number, by registering this number as my for your or providing such facilitie(s). I ed hereby further in People's Bank from all mobile/Internet banking and any other trans via this mobile number, when I am provided with Internet/Mobile Ba or services.	OTPs (One time passwords) er is the number of this SIM this Mobile number once I acilities or services from the Abbile Phone number to be demnify and make harmless actions that could take place	O3. I/We agree to inform the bank of any change/variation in my/ our mobile number/ email address stated above, and be bound by the terms & conditions of all electronic banking any other facilities & services and any amendment there of as the bank may introduce from time to time in connection with the use of the said facilitie(s) service(s).  I/We indemnify the Bank from and against all claims, demands, losses, charges and expenses which the Bank may sustain or incur and be liable for any of the aforesaid resulting from the bank agreeing to my/our instructions.  O4. The Bank shall have the full discretion to treat E contact details mentioned in this A/C opening application as the latest and to use same to update the system accordingly.  O5. I/We shall inform the bank as soon as I/We came to understand of any unauthorized transaction relating to this account/Service.  O6. I/We agree to make payment for SMS alerts facility provide by the Bank.				
DECLAR	ATION OF US PERSON	S (Please "√" as Appropriate)				
us in the FFI to the Internal Revenue Service (IRS) of the L (d) I further confirm that this concurrence is granted by me is asid provisions.  2. I do not fall under the definition of "US Persons" under FATCA  APPLICABLE  O1. I/We bear liability of all transactions conducted over card-less caregistering to the relevant facility on my request. O2. The Bank is authorized to execute transactions over card-less cash/r OTP is entered to the relevant system. O3. I/We bear responsibility to inform the Bank of non-receipt of the Collins of this confirm hereby that the details given above are true and correct are conduct of this/these Account/s, Mudaraba Agreement governing saving card international Debit Cards.	and hereby agree to inform the FOR "CARDLESS CA!" sh/mobile cash facility, after mobile cash once the NIC and http://www.nic.com/nic.c	Bank if I become a "US Person" in the future.  SH" AND "MOBILE CASH" SERVICE  04. I indemnify the Bank for any issues/loss failures of my mobile service provider.  05. I as the sender of mobile cash, bear the number used for this facility.  06. I as the sender of mobile cash, bear the within 24 hours time.	S  The serising resulting the delays/errors/concessions in the correct NIC not esponsibility of entering the correct NIC not esponsibility to communicate the received to the esponsibility of entering the esponsibility to communicate the received to the esponsibility to the esponsibility to communicate the received to the esponsibility t	cerns/technical umber / mobile r to collect cash garding the		
Signature (Applicant 1) Date :		Signature (Applicant 2)	Date :			
NOTICE OF NOMINATIO	N (If you do not wish to n	ominate please cancel by crossing out	this section)			
A/C No.		Effective D D M M Y Y				
Full Name of Nominee 02. 03. 01. Address of			NIC No. / Driving License / Passport	% entitled		
Nominee 02. 03.						
This nomination shall have effect upon the death of the Nominator not last will to the contrary.  Nominee may be the surviving spouse/child/relative or any person of .  Any Nomination made shall be deemed revoked consequent to followi i. The Death of the Nominee/s in the Life Time of the Nominator/ Deg ii. On submission to the Bank a Written Notice of revocation signed by of a witness who shall attest the signature/s of the Nominator/s.  iii. By any subsequent Nomination/s made by the Nominator/s respect and submitted to the Bank.  The payment may be made on production of proof of identity to the base.  In the event of there being more than one Nominee and no proportic monies lying to the credit will be paid to the Nominees in equal shares.	Account Holder's choice.  Ing reasons: Ing r	6. Bank shall strictly adhere to the position aris Attachment Orders. 7. The signature/s of the Nominator/s on the writt witnessed by a Bank Officer in all possible insi a Justice of Peace / an Attorney-At-Law/ a Que Staff Officer. 8. Any person over sixteen years of age who h may nominate a person/person to whom suc? 9. A Buddhist Bikku shall not be entitled to mak 10. For joint Accounts nomination will be effective the same time. In the event of death of one entitled to receive the entire balance in commination that has been made.	en Notice of Nomination / Notice of Revocati ances. In other instances signature can be liffied Medical Practitioner/ or a Government, as monies in any account, other than a cur n monies shall be paid or transferred upon he e a nomination. e in the event of the death of all joint accounominator, the surviving account holder/hol	ion should be witnessed by / Corporation rrent account ais/her death.		
I / We do hereby nominate the above named as my / our nominee/s to recei	ve all monies lying in the account	on my /our death.				
Signature of the nominator  Date :  Serial No.	A certified copy of the notice o					
as per book No.55 (If you wish to change the above nomination subsequently please fill t	A Photocopy of this notice of n	omination should be attached to the mandate of each	· · · · · · · · · · · · · · · · · · ·	same proposal.		