

I, (NIC No.....) do hereby nominate the following Family Members to be included in the Family Banking Solution offered by the National Development Bank PLC and by its selected Group Companies

Family Members' Name	Relationship to Customer	Family Members' NIC

.....
Customer Signature & Date

We the undersigned do hereby consent to participate in the Family Banking solution offered by the National Development Bank PLC (NDB Bank) and do hereby confirm that we have read understood and accepted the Terms and Conditions governing the National Development Bank PLC Family Banking Solution appearing overleaf and agree that the said Terms and Conditions and the terms and conditions applicable to NDB Bank personal accounts and any other products offered by NDB Bank and by its selected Group Companies apply to and regulate the operation of the 'Family Banking' solution offered by the National Development Bank PLC and its selected Group Companies.

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Customer Signature & Date

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Family Member Signature & Date

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Family Member Signature & Date

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Family Member Signature & Date

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Family Member Signature & Date

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Family Member Signature & Date

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Family Member Signature & Date

OFFICIAL USE ONLY

Signatures verified by	
Full Signature	
EPF No	

CID – Eligible Customer	
CID – Family Member 1	
CID – Family Member 2	
CID – Family Member 3	

CID – Family Member 4	
CID – Family Member 5	
Family ID	

These terms and conditions (Terms and Conditions) apply to and regulate the operation of the 'Family Banking' solutions offered by the National Development Bank PLC (NDB Bank) in addition to the terms and conditions applicable to NDB Bank personal accounts and any other product offered by NDB Bank and its selected Group Companies.

Definitions

"Eligible Customer" means a customer of NDB Bank or of its selected Group Company, who maintains the required thresholds in assets or liabilities with NDB Bank or its selected Group Company and possesses one or more eligibility criteria set out in these Terms and Conditions

"Family Banking Solution" means a collection of financial solutions, benefits and privileges offered to selected customer segments by NDB Bank and by its selected Group Companies

"Family Member" means spouse, children under the age of 28 years and parents of an Eligible Customer who will be nominated by the Eligible Customer to participate in the Family Banking Solution offered by NDB Bank

"NDB Group" means NDB Bank and Selected Group Companies collectively

"Qualifying Balance" means a threshold to be maintained by the Eligible Customer solely or collectively with one or more Family Members with NDB Bank or with any of the Selected Group Companies as may be decided by the Bank or by the Selected Group Company from time to time and informed to the Eligible Customer/s by the Bank or by the Selected Group Company.

"Selected Group Company/ies" means a group company/ies of the NDB Bank as may be identified by NDB Bank from time to time which for the time being are NDB Wealth Management (Private) Limited and NDB Securities (Private) Limited.

1. Eligibility Criteria

1.1 NDB Bank Family Banking Solution is available to

(a) NDB Bank customers who maintain qualifying personal accounts, personal investments or banking facilities which in the aggregate individually and or jointly as a family unit and calculated as an average over each calendar month are equal to a Qualifying Balance.

(b) customers of Selected Group Companies who hold the required Qualifying Balance either individually and or jointly as a family unit

Note : Calculation of a Qualifying Balance of a joint personal account shall be based on the whole of the balance on such joint account together with the whole of the balances on any other personal cash accounts and any other personal investment assets provided they are held jointly by all of the same joint holders;

1.2. At the end of each calendar month, NDB Bank or the Selected Group Company will determine if an Eligible Customer has maintained a Qualifying Balance for the previous month. If the Eligible Customer had been unable to maintain a Qualifying Balance, NDB Bank or the Selected Group Company will notify the Eligible Customer within a reasonable time that such customer has failed to maintain a Qualifying Balance and that the eligibility to be a Family

Banking Solution customer will expire at the end of a period of six (06) months from the end of the previous calendar month.

1.3 In the event the customer resumes to hold a Qualifying Balance prior to the expiration of six (06) months as stated above, the customer will be entitled to continue with the benefits offered from the Family Banking Solution.

2. Benefits and Privileges

2.1 The Eligible Customers will have access to benefits and privileges, including access to selected third party service providers or suppliers of lifestyle banking services and other products and services ("Lifestyle Partners") that might be appropriate for the Eligible Customer. Details of the products, services and benefits which are available to the Eligible Customers are shown in the welcome kit which NDB Bank or the Selected Group Company will provide to the Eligible Customer. NDB Bank or the Selected Group Companies may at its sole discretion continue, discontinue, change, add to or withdraw any of these products, services and benefits from time to time which will be notified to the Eligible Customers.

2.2 The Eligible Customer will be required to sign relevant agreements directly with the Lifestyle Partners for the products and services which will be made available under the Family Banking Solution as may be decided by such Lifestyle Partners. NDB Bank or its Selected Group Companies shall not be responsible for the delivery of the lifestyle services or for any failure or delay on the part of the Lifestyle Partners in the delivery on non-delivery of their services.

3.0 Termination of and Withdrawal from Family Banking Solution

3.1 An Eligible Customer may withdraw from the Family Banking Solution immediately upon giving notice to NDB Bank or its Selected Group Company by mail or by email addressed to the respective relationship manager of NDB Bank or the Selected Group Company

3.2 The Eligible Customer may at any time make a request in writing to NDB Bank to de-link any Family Member from the Family Banking Solution. Any Family Member may also request to remove his/her name from the Family Banking Solution by giving a request in writing for de-linking. No notification for the same will be sent to the other Family Members by NDB Bank.

3.3 In the event of the death of the Eligible Customer, the Family Banking Solutions offered to the Family Members will be discontinued.

3.3 In the event of the death of one of the Family Members, it would be the responsibility of the Eligible Customer to communicate such demise to the Bank and upon receipt of such notice, the name of such Family Member will be removed /de-linked from the Family Banking Solution.

4.0 Consequences of Termination of and Withdrawal from Family Banking Solution

4.1 In the event the Eligible Customer fails to meet the eligibility criteria or withdraws from the Family Banking Solution or NDB Bank or the Selected Group Company at their sole discretion removes /delink an Eligible Customer from the Family Banking Solution, such customer will no longer be eligible for the products and services available exclusively to Family Banking Solution customers. Each of the products and services that the Eligible Customer is then currently using will either continue or be withdrawn according to the type of

product or service and to the terms and conditions applicable to it :

4.2 Any special terms or rates or charges or other benefits available exclusively to Family Banking Solution Eligible Customers will no longer apply or be available to such customer either with immediate effect or after a period of notice according to the type of product or service and to the applicable terms and conditions.

4.3. The Eligible Customer may consult the relevant Relationship Manager for more information on the products, services or benefits being supplied before the expiration or termination of or withdrawal from the Family Banking Solution, or the Eligible Customer may consult the relevant Relationship Manager after having stopped being an Eligible Customer if such customer still remain as a customer of NDB Bank or a Selected Group Company.

5.0 Customer Consent

The Customer shall provide NDB Bank with a consent/nomination form authorizing NDB Bank to include selected Family Members to the Family Banking Solution upon which the eligible family members will enjoy the products and services offered under the Family Banking Solution.

6.0 Customer Disputes with Lifestyle Partners

6.1 Any dispute or complaint against any Lifestyle Partner must be directly resolved by the Eligible Customer with the Lifestyle Partner. NDB Bank is not in any manner responsible for the quality or value of any goods or services received by Eligible Customer or Family Member from a Lifestyle Partner. NDB Bank shall not in any way be responsible for merchandise, warranty or services purchased or availed by the Eligible Customer from service establishments including on account receipt of defective goods from orders placed by the Eligible Customer with a Lifestyle Partner. It must be distinctly understood that the Family Banking Solution is purely a facility to the Eligible Customer to avail himself for the purchase goods or of services and NDB Bank holds no warranty or makes no representation about quality, quantity, delivery or otherwise howsoever regarding the goods or services, and the Eligible Customer must resolve any dispute with the Lifestyle Partner. The existence of a dispute shall not relieve the Eligible Customer and he/she agrees to pay promptly such charges, notwithstanding any pending dispute or claim whatsoever.

6.2 NDB Bank shall not be liable in any way to the Eligible Customer for any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from any disruption or failure or defect in any communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond the control of NDB Bank or otherwise.

7.0 Confidentiality of Information

7.1 Subject to 7.2 below, the NDB Group shall at all times maintain confidentiality of information pertaining to Eligible Customers.

7.2 Disclosure by the NDB Group : The Eligible Customer hereby expressly authorizes the NDB Group or any official of the NDB Group or any person who by reason of his capacity or office has by any means access to the records of the NDB Group, or to registers or any correspondence or material with regard to the account of any Eligible Customer of the NDB Group, to disclose any and all of the Eligible Customer's information, any transactions or dealings between the Eligible Customer and the NDB Group arising from or in connection with the Family Banking Solution and/or the Services to:

7.2.1 any of the NDB Bank's branches, subsidiaries or associated or affiliated companies, wherever located;

7.2.2 all governmental agencies, regulatory authorities or courts in any jurisdiction where the disclosure is required by any Law or Directive; and

7.2.3 any professional advisers, agents or contractors which have agreed to perform work for or provide services to the NDB Group (including, without limitation, any correspondents, intermediaries and other third parties and any communications, data transmission systems and service providers including Lifestyle Partners (The NDB Group's use of intermediaries, correspondents and communications systems)).

7.2.4 The NDB Group's rights under this clause shall be in addition to and not in derogation of, any other such rights which the NDB Group may have under any other agreement or otherwise.

The Eligible Customer will not assert any claim and waives any right to assert any claim against the NDB Group for any loss damage or injury suffered or alleged as a result or any such disclosure or reporting. This consent shall be effective even when the Eligible Customer is no longer a Family Banking customer. The Eligible Customer shall notify the NDB Group (as applicable) within thirty (30) days if there is a change in any information provided by him/her to the respective company of the NDB Group.

8.0 Liability

The NDB Group's Liability: Except to the extent these Terms and Conditions provide otherwise, the NDB Group shall not be liable, (whether in contract or in tort for negligence or otherwise), for or in respect of any loss howsoever arising out of the Family Banking Solution or the products and services offered thereunder by Lifestyle Partners whether caused directly or indirectly.

9.0 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Sri Lanka and the Eligible Customer shall and shall cause each of the Family Members to irrevocably submit to the exclusive jurisdiction of the courts of Sri Lanka. Such submission shall however, not prejudice the right of NDB Group to bring proceedings against the Eligible Customer or Family Member in any other jurisdiction.

10.0 Amendment to the Family Banking Terms and Conditions

NDB Group reserves the right to alter, vary, change, withdraw, renew or cancel the Terms and Conditions from time to time in any manner NDB Group deems appropriate. Such fact will be informed to the Eligible Customer through the Bank's official website, www.ndbbank.com

11.0 Force Majeure

NDB Group shall not be liable for any loss or damage to an Eligible Customer or Family Member caused by the failure on the part of NDB Group to provide any product, service, or benefit requested by the Eligible Customer or Family Member resulting from an act of God, fire, catastrophe, electrical, mechanical or computer failure, telecommunications failure or failure of any agent or correspondent or any other cause beyond our control, provided it exercises such diligence as the circumstances may require.

12.0 Severability

If any provision(s) of these Family Banking Solution Terms and Conditions shall be held to be illegal or unenforceable, the validity of the remaining portions of these Terms and Conditions shall not be affected.