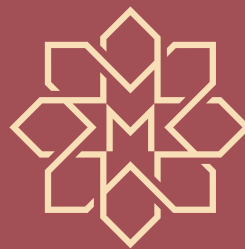


MCB Private Banking



General Terms and Conditions

M Product Bundle

M PRODUCT BUNDLE

General Terms and Conditions

Introduction

These General Terms and Conditions set out the contractual relationship between the Subscriber and The Mauritius Commercial Bank Limited (also referred to as 'The MCB' or the 'Bank'). These Presents shall govern the duties, responsibilities and rights of both the Subscriber and the Bank.

General Terms and Conditions

1. Each subscriber of the M Bundle shall be bound and limited by the following terms and conditions governing the M Bundle of products and services ('the Bundle') which are from time to time made available to and availed of by the Subscriber.
2. The provision of the facilities, services including the opening and operation of any account comprised within the Bundle (each of the facilities, services and account hereinafter referred to as a "Product") shall be governed by the respective rules and regulations (each known as the "Rules and Regulations", as amended, varied, modified or supplemented from time to time and for the time being in force) applying to each such Product; and in the event of a conflict between the provisions of the General Terms and Conditions and those of any of the Rules and Regulations, the provisions of the latter shall, unless otherwise stated, prevail and the provisions of this Agreement shall be deemed to have been modified, but only so far as is necessary to give full effect to the provisions of the Rules and Regulations.
3. The subscription to the bundle may be discontinued if the eligibility criteria are no longer met.

Charges

4. A monthly subscription fee shall be payable by the Subscriber. This fee shall be debited directly from the subscriber's designated account. The Subscriber shall ensure that his account is sufficiently funded at the time the aforesaid subscription fee shall be debited.

The Bank reserves the right, in its sole and absolute discretion, to review the subscription fees and the Subscriber shall be notified accordingly.

The M Bundle

5. All forms and documentation pertaining to the M Bundle shall only be available at MCB Private Banking.
6. The MCB may from time to time amend the General Terms and Conditions and shall notify such amendments to the Subscriber.
7. Either the Bank or the Subscriber may terminate the use of the M Bundle by written notice to the other party to that effect.
8. The Bank may levy an administration charge if the customer opts out within six (6) months of the date of adherence. M Bundle Subscribers wishing to opt out of M Bundle can do so either in writing or by using pre-printed forms available at MCB Private Banking.

Under sections 6 and 7 the Subscribers shall be required to return to the Bank any products linked to the M Bundle.

9. Card Products – "MasterCard World Debit Card"

- 9.1 A new debit card, the "MasterCard World Debit Card" (the "Card") shall be issued to Subscribers in replacement of their existing Maestro Card.
- 9.2 The Card shall allow eligible Subscribers to benefit from such programmes and special discount packages offered from time to time by MCB and its partners.
- 9.3 The Card shall at no time be transferable and shall be for the sole use of the Subscriber to whom it has been issued.

10. Agreements with MCB's Partners (the "Partners") – Special Discount Packages.

- 10.1 The subscribers shall benefit from various special discount packages in line with such agreements as may be entered into by MCB from time to time with Partners of its choice.
- 10.2 The specificities of the terms of such agreements shall become binding on the subscriber from such time as brought to the attention of the Subscriber by way of MCB's marketing/ promotional materials or via any other means or media as MCB may in its absolute discretion select.
- 10.3 The MCB may from time to time amend the terms of the agreement entered into with its Partners and shall notify such amendments to the Subscriber.

- 10.4 All Subscribers shall be bound by the Standard rules and regulations as shall be applied by any MCB Partners whenever present on the premises or accessing any of the facilities under the Special Discount Packages;
- 10.5 MCB shall not be liable for any failure by any of its Partners to provide any service or to perform any obligations or for any loss or damages howsoever caused or in any way whatsoever.
- 10.6 Access to facilities provided by the Partners shall be conditional upon presentation of the MasterCard World Debit Card, and identification documents with matching credentials.

Joint Subscribers

11. Any Subscriber wishing to apply jointly with his/her spouse shall be eligible to such subscription on the following terms and conditions:
 - 11.1 The Subscriber's account to be debited with the applicable subscription fee shall be deemed to be the principal subscriber (the 'Principal Subscriber').
 - 11.2 For Debit and Credit cards, the Principal Subscriber shall be considered as the Principal Cardholder and the following terms shall apply accordingly:
 - 11.2.1 Following the written request of the Principal Cardholder, the MCB may at its discretion issue additional Cards to the Joint Subscriber. The Principal Cardholder shall be bound by, and liable for the use of the Card by the Joint Subscriber in the same way as if he had used it personally. The Principal Cardholder shall be liable to the Bank for all acts and omissions on the part of the additional cardholder.
 - 11.3 An unsecured line of credit of up to MUR 2,500,000.- shall be offered to the Principal Subscriber only.
 - 11.4 Save and except as provided herein the products under the bundle shall be eligible to both Joint Subscribers.
 - 11.5 Upon the death of either one or any one of the Subscribers (as the case may be), the surviving subscriber shall be bound and limited by the present terms
 - 11.6 The Rules and Regulations governing each Product under the present Bundle shall apply and retain its full effect.
 - 11.7 Any one or both of the Joint Bundle Subscribers wishing to opt out of M Bundle shall do so either in writing or by using pre-printed forms available at MCB Private Banking and shall provide clear and unequivocal instructions to the Bank as regards the M Bundle should any one of the joint subscriber wish to continue benefiting from the M Bundle.
 - 11.8 All instructions under this Clause 10 shall be duly signed by both joint subscribers accordingly.

Miscellaneous

11. Any correspondence addressed to the Subscriber's last given address as recorded in The MCB's register shall be deemed to have been delivered to the customer.
12. The Subscriber shall notify/report to the Bank any discrepancy for any transaction or any improper record under the M Bundle. The subscriber agrees to be bound by any future amendments that may be brought to the present Terms and Conditions.
13. The Subscriber shall ensure that all transactions carried out by him or on his behalf are in conformity with the laws prevailing in Mauritius, in particular the legal provisions pertaining to the Financial Intelligence and Anti-Money Laundering Act 2002 and the Regulations made in June 2003.
14. The Subscriber acknowledges that the Bank may provide all such information to any relevant Authorities as it may be requested from time to time under any applicable Laws and Regulations in force in Mauritius.
15. In virtue of Art 2150 of the Mauritian Civil Code, the Bank shall have a right of set-off against any monies due by and demandable from the Subscriber in respect of all or any part of monies standing to the credit of Subscriber's accounts(s).

Should you request any further information or assistance, please call on the **204 7300** or consult the Bank's web site: m.mcb.mu

The rules and regulations are also available at any time on request at all MCB branches and on MCB's website (<http://www.mcb.mu>)

MCB Private Banking



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