Terms and Conditions – India

Treasury Services

BANK OF AMERICA

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AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

I am an authorized representative of the organization specified below (the "Client"). The Client has received Bank of America's Treasury Services Terms and Conditions Booklet (the "Booklet") in the form and with the content posted on the website of Bank of America and agrees to adhere to the Booklet and any applicable Material from Bank of America ("Bank"). Capitalized terms used in this Authorization and Agreement form, not otherwise defined, have the meanings given to them in the Booklet.

After I sign below on behalf of the Client and initial the specific Treasury Services that the Client wants to avail in the Treasury Services Grid below, the Client may begin to use any such Service once the Bank has approved such use and has received all required and properly executed forms and the Client has successfully completed any testing and training requirements. The Client may also from time to time request the Bank to provide additional Service(s) described in the Booklet by executing an Addendum or Amendment to this Booklet and providing initials of the authorized representative for the said services in the Treasury Services Grid below.

Unless otherwise stated herein, the Booklet supersedes other agreements between the Client and the Bank, as described under the General Matters heading in the Booklet, with regard to the provision of Services.

I warrant that the Client has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of the Client this Authorization and Agreement form and any other documents the Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to the Client and designating employees or agents to act in the name and on behalf of the Client.

Guidelines for completion:

If Client is a:	**Who must sign:**
company	any authorized officer*

* Includes any individual authorized under a board resolution passed in accordance with the Client's constituent documents.

TREASURY SERVICES GRID

SERVICE NAME	**Page No in Agreement**	**Initials of Authorized Representative (to be initialed for services being subscribed)**
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(ORGANIZATION'S/CLIENT'S LEGAL NAME)

[Signature of Authorized Representative]

[Print Name of Authorized Representative]

[Print title of Authorized Representative (include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)]

The following addresses may be used for giving notices in connection with this Booklet except as you or we provide the other different addresses to be used in conjunction with your accounts or particular Services.

Address for Client Notices:

_____
_____
_____
_____
Telephone ( ) _____
Fax: ( ) _____

Dated

[Signature of Authorized Representative, if two are required by Client]

[Print Name of Authorized Representative]

[Print title of Authorized Representative (include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)]

Address(es) for Bank Notices:
Bank of America, N.A.
and, if filled in; the following:
_____
_____
_____
_____
Telephone ( ) _____
Fax: ( ) _____

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INTRODUCTION

Capitalized terms used in this Booklet are defined in the Glossary or in the respective sections. The terms "we," "us" and "our" refer to each of the Bank of America branches in India which provide you a particular Service under the terms of this Booklet. The terms "you" and "your" refer to each Client identified on the Authorization and Agreement for Treasury Services.

This Booklet contains the terms and conditions under which we provide you various Services. It is used in conjunction with the Account Agreement which covers account terms and conditions.

Pursuant to the terms of this Booklet, the Global Booklet shall set out the terms and conditions in connection with the provision to, and the utilization by, you of, any remote access software package, Software, Website, data file transmission and mobile access (each, a "Channel").

By signing and returning the Authorization and Agreement form in the front of this Booklet, you unconditionally agree to the sections that contain the specific terms and conditions that relate to the Services we provide to you including, but not limited to, the General Provisions section of this Booklet (which contains terms and conditions applicable to all Services). Notwithstanding the generality of the foregoing, to the extent any Service is provided to you, and is utlized by you, though any Channel:

(1) the terms and conditions as set out in the Global Booklet shall apply in connection with the provision and utilization of, such Channel (including, without limitation, such terms and conditions as set out in each of the sections headed "*Electronic Data Interchange (EDI)*", "*Information Reporting*", "*Notification Service*", "*Accessing Services Via the Internet*", "*General*", "*Notice of Account Statement Discrepancies*", "*E-Statements*", "*General Matters*", "*Security Procedure*" and "*Software Licence*" of the Global Booklet) and any references to "Service" and "Booklet" under, and as defined in, the Global Booklet shall be read to include a "Service" and the "Booklet" under, and as defined in, this Booklet. For the avoidance of doubt, insofar as such Service is provided to you through any Channel, to the extent any terms and conditions in connection with such Channel are set out in this Booklet, such terms and conditions shall not apply; and

(2) in the event of any conflict between the terms and conditions in connection with the provision and utilization of such Channel as set out in the Global Booklet and this Booklet, the terms and conditions set out in the Global Booklet shall prevail.

If you would like an additional Service, it will be covered by the terms and conditions of this Booklet and/or such additional terms and conditions as may be specified by us from time to time, once we have approved your use of the Service. You may begin using the Service when we have received all required and properly executed forms and you have successfully completed any testing or training requirements. To assist in processing arrangements, or to assist in our compliance with applicable laws, rules and regulations, you shall provide us, statutory and/or regulatory authorities and/or third parties appointed by us with such financial and/or other information as we reasonably request.

Whenever you use any of the Services covered by this Booklet (including any utlization of such Services through a Channel), you agree to be bound by these terms and conditions, as amended from time to time, and to follow the procedures in the applicable Materials.

CHEQUE AND DEMAND DRAFT ISSUANCE SERVICE

The Cheque and Demand Draft Issuance Service allows you to issue or instruct us to issue Instruments drawn on your behalf, against the Accounts. Under this Service we will, subject to terms of this Booklet, store, format, print, issue and or deliver Instruments in accordance with your Instrument Issuance Requests to the extent permissible by the applicable laws and regulations.

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You must create and transmit to us an Instrument Issuance Request for each Instrument you want us to issue and / or mail on your behalf. Your Instrument Issuance Requests may be sent to us through the Website individually (in case only a single Instrument is required) or in a batch (in case more than one Instrument is required).

You must ensure that each Instrument Issuance Request conforms in form and substance to our requirements, including cutoff times on a Business Day.

It is your responsibility to ensure that the Instrument Issuance Request in respect of the Accounts maintained with us are given by the Authorized Officers through our Website and are also in compliance with the mandate of the Account as the case may be. We shall have no liability or responsibility in this regard. In the event you delegate the authority to issue Instrument Issuance Requests to any other person, the Bank's responsibility would be limited to ensuring that you have the power to delegate such authority. Without prejudice to the foregoing, where the Instrument Issuance Request is to issue a Cheque, failure by you to ensure that this is given by the duly authorized signatories to the Account and/or that the signatures match with the specimen signatures in respect of the Account concerned, will result in the Cheque not being honored upon presentation thereof.

In respect to an Instrument Issuance Request for a Demand Draft, you shall ensure that there are sufficient funds in the account to be debited to enable us to carry out the Request.

You further agree and understand that failure to comply with the terms may result in your Instrument Issuance Request not being effected, or where effected, result in being delayed or not achieving the intended purpose. You agree that we cannot be held responsible or liable in any way under such circumstances.

You hereby irrevocably authorize us to debit the amount of each Instrument either at the time of processing the Request or upon presentation thereof.

PAYABLE AT PAR CHEQUE SERVICE ("PAP SERVICE")

The PAP Service allows you to issue or instruct us to issue Cheques drawn on your behalf, against accounts owned and maintained by us with Alliance Banks, at such locations as may be agreed between us from time to time.

We may subject to the terms and conditions set forth in the Booklet, make arrangements with Alliance Banks as may be necessary for purposes of this Service. Detailed information regarding the PAP Service is available in the User Documentation.

Upon receipt of your written Request, we will open a PAP Account with the Alliance Bank, and will advise you of the account number. For purposes of this section, the term Account means the account maintained with the Bank which is linked to the PAP account.

You will advise us in writing of your Account number and of the authorized signatories to the Account in such form and manner as required by us. All terms and conditions accepted by you with regard to the Account, including the Account Agreement, will also apply to the PAP Account.

In order for us to facilitate the issuance of your Cheques on the PAP Account, you hereby authorize us to do the following:

- Send a copy of each specimen signature of each of the authorized signatories of your Account to each Alliance Bank;
- Send a copy of the board resolution of your Account to each Alliance Bank for the purpose of establishing the payment limits of the authorized signatories;
- Send a copy of your consent letter to each Alliance Bank that, among others, confirms that the PAP Account will be used for routing and payment of Cheques issued by you;

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- Give all necessary instructions to the Alliance Bank relating to the cheques to be issued against the PAP Account;
- Receive all information relating to the Cheques issued against the PAP Account.

You and we agree that any communication relating to the PAP Account with an Alliance Bank, including instructions for the operation of the PAP Account shall only be through us, and that you will ensure that we are fully aware of all such communications.

In case, you require us to print the Cheques on your behalf, these will be drawn on a separate PAP Account with the Alliance Bank. For the avoidance of doubt, the PAP account against which we will draw and print Cheques on your behalf will be a PAP account different and distinct from the PAP Account on which you are authorized to issue your Cheques, but will have the same authorized signatories and authorization limits as the other one.

We shall, on the basis of the Instructions, issue Cheques in your name and on your behalf, drawn on the Alliance Banks and payable at par by the Alliance Banks.

Subject to the "Facsimile Signatures" section of the Booklet, you may authorize us to sign the Cheques by affixing/pre-printing the facsimile signatures of any of the authorized signatories of the Account. The Cheques, so drawn and signed, either by you or by us on your behalf, will be construed as your authority to debit the PAP Account and to subsequently debit the Account.

The Cheques drawn by you on the PAP Account shall be signed in accordance with the authorizations issued in respect of the Account. In the event the signatures on the Cheques drawn by you on the PAP Account do not match with your specimen signatures provided by you to us or the Cheque amount exceeds the amount limit specified for the respective authorized signatory, the Alliance Bank shall have the right to dishonor your Cheque.

For all Cheques printed by us, we are required to advise Alliance Bank of the details of the Cheques printed including the Cheque number, the beneficiary name, the Cheque amount, the Cheque date and the PAP Account number for which the Cheques have been issued. You hereby authorize us to provide this information and such other information to our Alliance Banks as they may request of us from time to time. In consideration of our acting in accordance with the request and authority conferred herein you agree that we shall not be liable for any Damages which you may suffer as a consequence of our acting in accordance with, or in reliance upon, any Instructions or otherwise in accordance with the request and authority conferred herein.

In order to facilitate the honoring by Alliance Banks of Cheques drawn against the PAP Account, a Payment Limit shall be put in place on the PAP Account. Unless otherwise agreed to in writing, the Payment Limit shall equal the maximum debit balance in the PAP Account, up to which the Alliance Bank shall honor your Cheques. The Payment Limit shall be allocated from your credit lines with us, resulting in your available credit limit with us being reduced by the equivalent amount. In case you don't have existing credit lines with us, you may be required to maintain a time deposit with us and offer the same to us as collateral security for any due and unpaid amounts that may arise under this Service. Additional terms and conditions contained in your Account Agreement, credit agreements (including, any Master Facility Agreement(s) and related overdraft schedule(s)), and other such documents (including, any collateral security documents) that you have executed with us shall be applicable.

For all Cheques paid by the Alliance Bank pursuant to the agreed Payment Limit, you authorize us to reimburse the amount of Cheques debited against the PAP Account, by further debit against your Account with us. The Cheques debited to PAP Account shall generally be debited to the Main Account on the same Business Day as the date of debit of the PAP Account. However, you hereby acknowledge and agree that due to clearing delays or clearing holidays, there may be some delay between the debit of the PAP Account and the debit of the Account. Nevertheless, all debits against the Account will be posted with the same value date as the date of debit of the PAP Account.

You shall ensure that the amount of Cheques issued and outstanding against the PAP Account shall at no time exceed the lower of the available funds or the unutilized Payment Limit. You assure us that the Cheques or the Instructions

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to us to issue the Cheques shall be issued by you after considering or verifying the amount of available funds or unutilized limits in the PAP Account. You understand and agree that the Alliance Bank shall honor Cheques only up to the available funds or the Payment Limit as advised to the Corresponded Bank as mentioned above. All Cheques presented to the Alliance Bank for payment over and above the available funds or the Payment Limit shall be dishonored by the Alliance Bank. You confirm that you shall be fully responsible for the non-payment or return of any Cheque due to lack of funds in or available Payment Limit on the PAP Account.

You may send us a stop payment request with respect to a Cheque drawn against the PAP Account, if the Cheque is lost, stolen, or destroyed. In issuing any stop payment instructions, you shall give due regard to the time for us to further transmit such instructions to the Alliance Bank(s) so that such Alliance Bank can act on such request in a timely fashion. If a Demand Draft is lost, stolen or destroyed, you must complete and provide us with a declaration of loss and indemnity agreement reasonably acceptable to us. We may also impose certain limits on the maximum amount of Cheques that can be issued and outstanding on the PAP Account at certain locations where the clearing house is not managed by the Reserve Bank of India. These limits shall be communicated in advance to you.

OVERDRAFT FOR PAP SERVICE

It is expressly agreed and understood that nothing contained in this PAP Service shall be deemed to constitute an agreement on our part for grant of overdraft or any other form of credit facility to you with respect to the amount of checks covered under the PAP Service.

In the event of any incidental or temporary overdraft which may be caused by any reason whatsoever, you hereby agree and undertake to liquidate the overdraft on the Business Day immediately following the day on which it occurs and you agree to pay interest for the time that we are out of funds at the then prevailing interest rates charged by us to you.

You hereby agree that if you fail to liquidate the overdraft (which may be occasioned as aforesaid) by the next Business Day after it occurs, we, notwithstanding anything to the contrary contained in any other documents that may have been executed between you and us for any purpose whatsoever or any other understanding or in any law, shall have the right to (a) instruct the Alliance Bank to reduce your Payment Limit by such amount equal to your unliquidated and outstanding overdraft until they hear from us otherwise and/or (b) set off and appropriate the liability against or out of any other accounts/funds belonging to you in our possession including the amount of any further checks or drafts which may be deposited by you with us under the terms of this PAP Service.

SUPPLEMENTAL LIMITATION OF LIABILITIES AND INDEMNIFICATION FOR ALL PAP SERVICES

You hereby agree that we shall not be held liable for any Damages that you may suffer as a consequence of the dishonor of the check presented to the Alliance Bank; provided that such dishonor is not directly caused by our gross negligence or willful misconduct. For each PAP Service, this section supplements the Limitation of Liability section and the Indemnification section of the Booklet.

DOMESTIC ELECTRONIC FUNDS TRANSFERS (“DEFT SERVICE”)

The DEFT Service permits you to transfer funds electronically as more fully described in the applicable User Documentation. These transfers are typically from your accounts with us to other accounts at our bank or at other eligible banks. These transfers may be made according to a specific request from you or according to your standing instructions.

For availing of DEFT Services, Request(s) shall be issued by you with complete particulars and within the timelines specified by us from time to time. The said request can be submitted either in physical form or electronically.

It is your duty to check the correctness of the beneficiary, including the beneficiary name, branch name, bank name, and account number, and branch IFS Code. We will not be liable for any Damages of any kind in case of incorrect

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credit due to wrong beneficiary details. The credit will be effected based solely on the beneficiary account number information and the beneficiary name particulars will not be used.

AUTOMATED CLEARING HOUSE – CREDIT SERVICE ("ACH-CREDIT SERVICE")

The ACH – Credit Service allows you to instruct us to process multiple payments to the Destination Account Holders via electronic funds transfer in India.

You hereby agree and confirm that you fully understand that we will be able to provide the Service only for payment to accounts maintained at banks that participate in ACH - Credit Clearing. For banks other than the participating banks, you hereby agree and undertake to make alternative arrangements for effecting payments to your beneficiaries in those banks.

To avail yourself of the Service, you shall :

(i) Register yourselves with the NPCI and obtain a user number;

(ii) Submit to us the payment debit authority by hand, courier or facsimile (but solely at your expense and at your risk) or by using our Website (the "Payment Debit Authority"); and

(iii) Submit the ACH - Credit file in the format as prescribed by NPCI for ACH – Credit or in any other format acceptable to us (the "Data File") and deliver such Data File to us by encrypted electronic mails ("e-mail") (but solely at your expense and at your risk) or using our Website, prior to the cut-off date and time to be communicated by us to you from time to time (the "Payment Debit Authority" and the "Data File", collectively, "ACH Payment Instruction").

In the event that the Data Files are to be sent via e-mail, please be kindly advised that under our policy, we will be able to process your delivery of such Data File only when we receive it via our approved secured e-mail system which shall be communicated to you from time to time. An instruction sent by unsecured Internet e-mail will not be acceptable.

Further, you also undertake to ensure that the reference number as mentioned in the Data File shall be unique for each payment.

In the event that there are any changes to the Destination Account Holder details, such as bank account number, etc. you agree to provide us with the updated details in the Data File shared with us. Further, you also agree to endeavour to remove transactions that are getting repeatedly returned due to any reason, from the Data File shared with us for subsequent payments.

You shall be solely responsible to notify the Destination Account Holders of the payments initiated through ACH, including those to whom the payment could not be effected along with the reasons thereof.

You agree that the Service is provided to you on the specific acknowledgment from you that all information, data, authorization furnished by you and received by us is correct and authentic and that we are not responsible or liable to check the correctness of the same.

SUPPLEMENTAL LIMITATION OF LIABILITIES / INDEMNITIES

This section supplements the Limitation of Liabilities section of the Booklet for the Service provided by us to you.

As you are aware, the Service will be provided by us with the involvement of various systems, including but not limited to, the NPCI's web-server. We will not be liable for and will be excused from any failure or delay in performing our obligations for the Service if such failure is caused because of the breakdown or failure of any software, electronic payment or similar systems of the bank, RBI / NPCI as well as other force majeure events. Further you understand and agree that in the event of omission or commission on the part of NPCI, the same would be rectified and NPCI will not be responsible for any fines or penalties.

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In addition to the above referred service, at your request, we may in our sole discretion agree to communicate information relating to the payment initiated hereunder to the Designated Account Holder. Such communication will be addressed to the electronic address of the Designated Account Holder communicated by you ("Electronic Communication Service").

The Electronic Communication Service shall be solely at your cost and consequence and you shall ensure full compliance of all laws, rules and regulations including but limited to privacy law and confidential agreement which you may be subjected to, before availing the Electronic Communication Service. Further, you hereby represent and warrant that you have each Designated Account Holder's consent to share with us each of their payment account information and electronic address for our use as contemplated herein.

Further, internet communications cannot be guaranteed to be timely, secure, error-free or virus-free. We do not accept liability for any errors or omissions and shall bear no liability whatsoever for any direct, indirect or consequential loss arising out of such information being sent over the internet whether caused by us or other third parties.

The Service is being provided in terms of the various guidelines / circulars / notifications issued by RBI / NPCI which may change from time to time.

STATUTORY PAYMENT SERVICE

The Statutory Payment Service allows you to instruct us to process certain instructions for payment of Statutory Payment dues in India either on your behalf or on behalf of your affiliates, through one of the Authorized Banks. We reserve the right to choose or change any Authorized Bank without your prior approval or consent from time to time and our discretion in this regard shall be final and binding on you.

Where the Authority requires the Statutory Payment to be initiated via the internet website of the relevant Authority (the "Online Payment Service"), you would be required to provide us with the access/login details to the internet website of the relevant Authority including the one-time password ("OTP"), where applicable, (the "Login Details") in order to facilitate and process the Online Payment Service on your behalf. By providing the Login Details, you hereby authorize us to process the Online Payment Service on your behalf. You shall be responsible for changing the Login Details following our completion of the Online Payment Service. For the purpose of this Service, "Authority" means any statutory authority authorized by the Government to collect Statutory Payments.

In order for us to provide you with the Statutory Payment Service and Online Payment Service, you shall provide us with the following:

(i) the payment debit authority either using our Website or delivered to us by hand or courier or facsimile (but solely at your expense and at your risk) (the "Payment Debit Authority");
(ii) the Login Details; and
(iii) the supporting document and other required information for the Statutory Payment delivered to us by hand, courier, facsimile, encrypted electronic mails ("e-mail") or our Website (but solely at your expense and at your risk) in the format and prior to the cut-off date and time to be communicated by us from time to time (collectively, "Documents"),

(collectively, the "Statutory Payment Instruction").

In case the Documents or Login Details are sent via e-mail, please be kindly advised that under our policy, we will be able to process the Statutory Payment Instruction only when it comes through our approved secured e-mail system which shall be communicated to you from time to time. Any instruction made by way of an unsecured e-mail will not be acceptable.

Where an OTP is required for accessing the internet website of the relevant Authority, you consent and undertake to provide us with such OTP. The OTP must be immediately shared by you, or any person authorised by you, with us for accessing the internet website of the relevant Authority.

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You hereby undertake to ensure that the TAN, PAN, Assesee Code, IEC Code, the Login Details or any other information (as the case may be) quoted in the Statutory Payment Request are correct against the data registered with the relevant Authority. In case of any discrepancy in the data provided by you and the data registered with the relevant Authority, you shall be solely responsible for all Damages suffered or; interest accrued in connection with non-payment, wrong payment or delayed payment of any Statutory Payment or inability to process the Online Payment Service.

If you specify an execution date later than the Statutory Payment due date, you shall be solely responsible for the delay in Statutory Payment which may expose you to liability for a penalty. In such case we will not be liable to you for any penalty imposed on you in connection with the Statutory Payment.

If we make a duplicate or erroneous payment, you agree to extend full cooperation and take all actions as we reasonably request to get a refund or a recovery of the Statutory Payment.

You further agree that under no circumstances shall we be treated as or deemed to be a bank authorized by Ministry of Finance, Government of India or any other regulatory body for collection of Statutory Payments. Your obligation towards statutory Payment to the concerned regulatory authority should be construed as completed only after you receive from us the electronically generated payment receipt and check the same for completeness and accuracy.

This Service is being provided with the involvement of the various third party systems including but not limited to Participant Interface for RTGS, Authorized Bank's electronic banking platform or the relevant Authority's channel. You acknowledge and agree that when the Statutory Payment amount is paid via the RTGS and the Statutory Payment details are transmitted via the Authorized Bank's electronic banking service, our duty and obligation will be fully discharged. You agree that the engagement and performance of the Authorized Bank for making Statutory Payment and/or providing any other service will be solely at your risk. We will not be liable for and will be excused from any failure or delay in performing our obligations for the Service if such failure is caused by inability, failure or delay on the part of the Authorized Bank to perform any of their services for any reason whatsoever, including breakdown or failure of any third party software, electronic payment or similar systems of the Authorized Bank or Authority(ies)'s any clearing house association or processor as well as other force majeure events.

PAYMENT ON ACCOUNT OF AFFILIATES / THIRD PARTIES

The Service also allows you to instruct us to process certain instructions for payment of Statutory Payment due in India for and on account of your affiliates, who have a valid and legal payment obligation in India. All communication including but not limited to the Statutory Payment Requests in relation to the Service may only be made by you and we shall not be obliged to respond or act on any communication from the affiliate on whose behalf the Statutory Payment is being made. You shall be solely responsible to ensure correctness of all statutory payment details of your affiliate and we shall not be liable to verify the correctness.

You shall ensure that you have been adequately and validly authorized by the affiliate to effect payment on its behalf. All Statutory Payment Requests for payment of Statutory Payment for and on account of your affiliates shall be processed as if the same are being done on your account and the Services shall not be deemed to have been offered to your affiliate. You acknowledge and confirm that there is no privity of contract between us and your affiliate and you shall solely be liable and responsible for any loss, liability and dispute between yourself and your affiliate arising out of or in connection with any Statutory Payment made by or on behalf of your affiliate.

ADDITIONAL TERMINATION PROVISIONS

As stated in the Suspension and Termination provision in the General Provisions section of the Booklet, either you or we may terminate the Service upon 30 calendar days' prior written notice to the other party. As you are aware that our ability to provide you the Service is dependent upon the services of the relevant Authorized Bank, you acknowledge

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that in the unlikely event that the Authorized Bank terminates its service to us for any reason whatsoever without giving us ample time to provide you with 30 calendar days notice, we would have to suspend or terminate the Service with immediate effect upon written notice to you unless and until we are able to find another qualified institution as Authorized Bank.

SUPPLEMENTAL LIMITATION OF LIABILITIES

For each Tax Payment Service, this section supplements the Limitation of Liabilities section of this Booklet.

If any Tax Payment Service is interrupted for any reason and you are unable to complete transmission of your Tax Payment Instruction to us, you will not be relieved of your obligation to make any tax payment otherwise contemplated to be made by such Service. We will not incur any liability if you fail to make any required tax payment by other means in the event of such interruption.

In cases of Online Payment Service where you will be providing us with the Login Details to the internet website of the relevant authority in your Statutory Payment Instruction, you agree that this will be at your sole risk and responsibility and agree and undertake to indemnify us and to keep us indemnified against all Damages incurred or sustained by us of whatever nature and arising from our usage of the Login Details for providing you with the Statutory Payment Service.

Notwithstanding any other provision of this Booklet, you agree that we will not be liable for any Damages suffered by you on account of any delay or failure in processing the Statutory Payment Instructions, except where such delay or failure has arisen directly due to our gross negligence or wilful misconduct, in which case:

(a) other than in the case of our liability to you as set out in paragraph (b) below:

(i) we are liable to you only for Actual Damages; and

(b) our liability to you in respect of interest and penalties (howsoever defined) payable to the relevant Authority shall be limited up to an amount equal to:

(1) the principal amount payable under the invoice in respect of a Statutory Payment Instruction, multiplied by

(2) our marginal cost of funds lending rate (and in the event that such rate is unavailable, such other substitute rate as we may select in our sole discretion),

calculated for the period from (and including) the date of our receipt of such Statutory Payment Instruction, and ending on (and including) the date on which such Statutory Payment has been made to the relevant Authority.

CHEQUE COLLECTION SERVICE

The Cheque Collection Service allows us to present in clearing or collect Instruments to enable you to get credit for the amount of these Instrument(s) in the Concentration Account.

You will need to complete and submit the collection services letter ("CSL") mentioning, inter alia, the centers on which the Instruments are drawn and the number of the Concentration Account. The CSL forms an integral part of this Booklet. You shall deposit for collection only such Instruments which are drawn in your favour.

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This Service is provided only in respect of the Instruments pertaining to sales collection i.e. Cheques, Demand Drafts collected from dealers, distributors, selling agents etc. and shall not cover or be extended to any other payments or receipts of any other nature whatsoever.

This Service may be categorized as follows:

(i) Cheques drawn on Metro Cities (as defined and set out in the list to be provided to you under the User Documentation) and deposited locally with the Bank at the location where they are drawn;

(ii) Cheques drawn on Major Non–Metro Cities (as defined and set out in the list to be provided to you under the User Documentation), where the Bank has a Alliance Bank arrangement and deposited at the designated branch of the Alliance Bank locally;

(iii) Cheques drawn on centers where the Bank has a Alliance Bank arrangement and deposited at the designated branch of the Alliance Bank locally;

(iv) Cheques drawn on centers where Bank has Alliance Bank arrangement and which are deposited at the designated branch of the Bank; and

(v) Cheques drawn on centers that are not covered by Alliance Bank network and deposited with the designated branch of Bank.

The list of centers is provided as annexure to CSL.

In respect of the Services referred above:

(i) We will utilize the services of various Alliance Banks and/or Service Providers on a 'no warranty no risk basis' and provisions of the section on Appointment of Service Providers shall apply.

(ii) We shall, subject to what is hereinafter stated, ensure that the Concentration Account is credited for various categories of collection as aforesaid in accordance with the terms laid down in CSL.

(iii) Though we will exercise necessary caution in the performance of the Service, you accept and acknowledge that till the time, the said Instruments are received and acknowledged at our counters, they will be at your risk and responsibility.

(iv) We will not be responsible for any loss of Instrument in transit or for any consequences or Damages arising therefrom save and except such Damage that has been caused on account of our gross negligence. We will inform you within a reasonable period, from the date of receipt of the information about any such loss at our processing centre.

(v) Instruments which are returned unpaid from the drawee bank will be returned in accordance with the CSL. In the event any such returned Instrument is lost in transit or misplaced by the drawee bank or the Alliance Bank then on receipt of such information we will provide you a nonpayment certificate from the drawee bank on a best effort basis. We will not be under any obligation to return the said unpaid Instrument(s) or otherwise in any manner to you. In any such case, our statement intimating the non-payment and the loss of the returned Cheque/Demand Draft will be final and binding.

(vi) Notwithstanding the above you hereby unconditionally and irrevocably agree that we shall have the right to debit the Concentration Account and to appropriate out of the credit balance or out of your other funds/dues, the principal value of the Instrument(s) returned unpaid and the interest payable thereon as mentioned above. You agree and accept that the aforementioned right will be without prejudice to our right to recover the amounts from you in the event of funds not being available in the Concentration Account.

(vii) It is your sole obligation to resolve any discrepancy that may be caused by the drawee bank issuing a realization certificate in respect of an outstanding item for which we may not have received payment or in respect of which we have received intimation that the said instrument has been returned unpaid. You shall be liable for any Damage that may be incurred by us on account of your providing us a realization certificate for Instruments which are in fact unrealized or in case the realization certificate is issued erroneously or fraudulently or in case of an Instrument for which we have given credit to you, but which subsequently is returned unpaid by the drawee bank. For such event, you also agree that we shall have the right to charge interest at our overdraft interest rates or the prime lending rate, whichever is higher, on the principal value of

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the Instrument returned unpaid, from one day after the date of credit to the Concentration Account, till the date of debit to the Concentration Account.

(viii) For Instruments that have expired, we shall not be required to take any action, unless a drawee bank certificate/statement confirming a debit to the drawer's account, in lieu of the said Instruments is provided by you.

COLLECTION LETTERS

Our Collection Letter Services allow you to forward us drafts, checks and travelers checks (as used in this section, "items") drawn on other banks and (i) denominated in U.S. dollars or (ii) drawn in specified foreign currencies (as described in the applicable fee schedules or User Documentation) for collection.

You must prepare and forward a transmittal letter, in a form acceptable to us, along with those items you want us to process for collection in accordance with the applicable User Documentation. You agree that you will only request collection on items which are drawn on banks outside of the United States (i) in U.S. dollars or (ii) in specified foreign currencies (as described in the applicable fee schedules or User Documentation) for collection.

We will send each item you forward to us for collection to the bank on which such item was drawn or to an appropriate Alliance Bank. We will generally credit your account for each item on the first Business Day following the day on which we receive payment for each such item at our then-prevailing buy rate for the applicable currency. We will deduct all service fees and charges, plus any Alliance Bank fees and charges, from the amount of any payment credited to your account for such items. Special handling or services other than collection of the items will be charged in accordance with our special handling fees (as described in the applicable fee schedules or User Documentation).

We will send you a written advice showing the applicable buying rate and fees and charges for each item we process as a collection item through use of a Collection Letter Service.

Any credit given for the items received for collection is provisional only, and is subject to our actual receipt of cash proceeds. We may charge back any items at any time, whether the item is returned or not. You bear all risk of return, including without limitation the risk of late returns and fraudulent items. If we take an item payable in foreign currency for collection, you will bear all exchange rate risk.

Clearance of foreign items is subject to the regulations of the foreign country. We will contact you when information is received. If you request and we agree, we will determine the status of any collection item and you agree to pay phone or wire charges incurred for such a request.

We will use our discretion regarding the method of transmitting items for collection. Notwithstanding the Limitation of Liabilities section in this Booklet, the measure of Damages for such failure shall be limited to the reasonable expenses of obtaining duplicate items should the originals be misdirected, lost or destroyed, or such other Damages as are expressly provided for under applicable law.

VIRTUAL ACCOUNT SERVICE

The Virtual Account Service allows you to assign a unique reference number and/or vendor code as an identifier to each of your trading partners or other counterparties (each, a "Trading Partner" and collectively, the "Trading Partners") to reconcile any Indian Rupee ("INR") incoming payments made to you by your Trading Partners in India.

For the purpose of the Service, each of your designated account shall be assigned an account identifier (including alpha numeric identifiers) (the "Designated Account Identifier"). Your Designated Account Identifier appended with such unique reference number and/or vendor code (collectively, a "Virtual Account Number") can be quoted or

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referred to by your Trading Partner when making INR payments by way of domestic transfer or such other methods as we may notify from time to time.

Before you submit to us your first request to use the Service, you shall designate one or more INR accounts opened and maintained with us as the collection account(s) under the Service (each an "Account").

You are required to assign a unique reference number and/or vendor code to each of your relevant Trading Partners in accordance with the pre-agreed format and pre-agreed length and structure. It is your sole responsibility to notify each of your relevant Trading Partners its assigned Virtual Account Number for the purpose of making INR payments to you via the relevant clearing system. We have no knowledge of, and have no obligation to verify, the reference numbers and/or vendor codes which have been assigned by you to your Trading Partners.

You hereby authorize us to credit to your relevant Account any incoming payment made to you by your Trading Partners pursuant to any incoming payment Request received by us that is to be made against a Virtual Account Number or where such Virtual Account Number is incomplete or erroneous, the Designated Account Identifier. We will only process payments where the Virtual Account Number in any incoming payment Request contains your Designated Account Identifier Number. We will not have any obligation to check or verify the accuracy, completeness or validity of the reference number and/or vendor code stated alongside your Designated Account Identifier Number. Your Designated Account Identifier should only appear before (but not after) the unique reference number and/or vendor code.

We will credit to your relevant Account incoming payments made to you by your Trading Partners based on your authorization set out above and in accordance with the Account Agreement executed by you in relation to the relevant Account. We will notify you of any payments made and the relevant Virtual Account Numbers indicated on such incoming payment Requests. We shall not be liable for any Damages arising from the failure to credit into your Account the payments under such incoming payment Request as a result of any error, incompleteness or omission on the part of the Trading Partners in providing the correct Virtual Account Number.

SUPPLEMENTAL LIMITATION OF LIABILITIES

This section supplements the Limitation of Liabilities section of the Booklet.

In relation to any incoming payment Request that is to be made against a Virtual Account Number, our duty and obligations under the Service in relation to such incoming payment Request will be fully discharged following the credit of such payments to your Account in accordance with these terms and conditions and our notification to you of such payment and the relevant Virtual Account Number.

AUTOMATED CLEARING HOUSE – DEBIT SERVICE ("ACH-DEBIT SERVICE")

The ACH-Debit Service allows you to instruct us to electronically collect periodic and repetitive dues from Destination Account Holders via electronic funds transfer in India by debiting their bank accounts based on pre-authorized debit mandates ("ACH Mandate").

You hereby agree and confirm that we will be able to provide the ACH-Debit Service only for collection from accounts maintained at banks that participate in ACH-Debit clearing. For banks other than the participating banks, you hereby agree and undertake to make alternate arrangements for collections of dues from your payors / debtors / customers having accounts with those banks.

To avail yourself of the ACH-Debit Service, you shall:

(i) Register yourselves with the NPCI and obtain a user number;
(ii) Submit to us prior to the cut-off date and time as communicated by us to you from time to time, solely at your

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expense and at your risk:

a. By hand the duly completed physical copies of the ACH Mandate duly executed by the Destination Account Holders in the format as prescribed by NPCI;
b. A soft copy data file containing the mandate information in the format as prescribed by NPCI or in any other format acceptable to us ("ACH Mandate File"); and

(iii) Submit the ACH-Debit transaction file in the format as prescribed by NPCI for ACH-Debit or in any other format acceptable to us (the "Data File") and deliver such Data File to us by encrypted electronic mails ("secured email") (but solely at your expense and at your risk) or using our Website, prior to the cut-off date and time to be communicated by us to you from time to time (the "Collection Debit Authority" and the "Data File", collectively, "ACH Collection Instruction").

In the event that the ACH Mandate Files and / or the Data Files are to be sent via secured email, we will be able to process your delivery of such ACH Mandate File or Data File only when we receive it via our approved secured email system which shall be communicated to you from time to time. Any data sent by unsecure/unencrypted electronic mail via the Internet ("unsecure email") will not be acceptable. Further, you also undertake to ensure that the reference numbers as mentioned in the Data File shall be unique for each collection.

YOUR RESPONSIBILITIES, RIGHTS AND OBLIGATIONS

(i) You confirm that all particulars given in the ACH Mandate and soft copy ACH Mandate File as well as the Data File are complete and final in all respects. We shall not be responsible in any way for delays, rejections or returns in processing of ACH Mandate(s) and / or transaction(s) submitted by you due to incomplete or incorrect information or for reasons of data mismatch between ACH Mandate and Data File.

(ii) You are solely responsible for the Destination Account Holder's data accuracy and the authority provided by the Destination Account Holder as per the ACH Mandates. You agree that we are not responsible or liable to check the correctness of the same and we will not be held responsible in any way regarding any data or authority pertaining to the ACH Mandate, ACH Mandate File or Data File submitted to us.

(iii) You further undertake and ensure that :

a. the amounts provided in the ACH-Debit Data File are within the agreed limits provided by Destination Account Holders in their respective ACH Mandates.
b. the ACH-Debit data will be provided for execution / settlement only as per the dates pre-agreed with the Destination Account Holders and as per the frequency provided under the ACH Mandates.

(iv) In case of any claims from the Destination Account Holders' bank or the Destination Account Holders for any reason whatsoever and irrespective of whether the claim is disputed by you, you undertake to forthwith refund the amount credited to your account under the ACH-Debit Service and authorise us to irrevocably debit your account towards the refund to the Destination Account Holders / Destination Account Holders' bank. In case of non availability of balance in your account, you undertake to refund the amount immediately by way of funding your account with the requisite amount.

(v) If any amounts are required to be withheld as per any applicable tax laws or regulations from any payment / refund made by / to the Destination Account Holders, the Destination Account Holders and you shall be responsible for and shall bear the risk of such deduction or withholding.

(vi) You hereby agree that upon our receipt of funds from NPCI for successfully processed transactions, we shall credit your Designated Account on the same date if funds are received before a cut-off time to be agreed with you from time to time, failing which on the immediately subsequent Business Day.

(vii) You shall be solely responsible for ensuring that the transactions returned due to technical reason such as account closed, ACH Mandates expired, account does not exist, account descriptions does not tally etc., are not resent / represented without carrying out the necessary corrections after obtaining the correct details from such Destination Account Holders.

(viii) You acknowledge and agree that when we have provided credit to your account for successful transactions and provided reasons for rejected transactions, our duty and obligation will be fully discharged.

(ix) You undertake to and shall be solely responsible for notifying us any mandate cancellation / deactivation

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requests received from the Destination Account Holders to us for further processing. Such mandate cancellation / deactivation requests shall be processed within the timeline as communicated to you from time to time and we will not be responsible in any way for any Damages arising out of processing of any transactions pertaining to these mandates received from you in this interim period.

(x) You shall be solely responsible to notify the Destination Account Holders of the collections initiated through ACH-Debit, including those for whom the collections were returned along with the reasons thereof.

(xi) You agree that the ACH-Debit Service is provided to you on the specific acknowledgment from you that all information, data, authorization furnished by you and received by us is correct and authentic and that we are not responsible or liable to check the correctness of the same.

ELECTRONIC COMMUNICATION SERVICE AND PAYOR REQUEST SERVICE

In addition to the ACH-Debit Service, at your request, we may at our sole discretion agree to communicate information relating to the transactions initiated hereunder to the Destination Account Holders. Such communication will be sent to the email address of each Destination Account Holder as per details communicated by you in the relevant Data File by unsecure email (the "Electronic Communication Service").

You may also apply for the Payor Request Service, whereby we may, at our sole discretion, provide a notice (each, a "Notice") by unsecure email on your behalf and at your request to the relevant Destination Account Holder at the email address indicated by you in the Data File in respect of each scheduled debit transaction (the "Designated Email Address"). We may receive response from the Designated Email Address (or any other email address) by unsecure email, confirming the scheduled debit transaction or requesting you to cancel or modify the scheduled debit transaction. Without responsibility on our part, we will only relay to you by unsecure email the response last received by us before the cut-off time in respect of each scheduled debit transaction for your consideration and it shall not deemed as a change to your instruction in respect of the scheduled debit transaction. You shall be solely responsible to decide whether to accept any request to cancel or modify any scheduled debit transaction by sending us a revised Data File in accordance with the terms mentioned above and directly notify the relevant Destination Account Holder of your decision without any responsibility or involvement on our part.

Both the Electronic Communication Service and the Payor Request Service shall be provided solely at your cost and risk and you shall ensure full compliance of all applicable laws, rules and regulations relating to privacy laws before availing such Service(s). Further, you hereby represent and warrant that you have each Destination Account Holder's consent to share with us each Designated Email Address for our use as contemplated herein before requesting us to provide such Service(s). You bear the sole responsibility to ensure that each Designated Email Address provided by you and each other email address from which response is received belongs to the relevant Destination Account Holder and has been authorized to receive and transmit the relevant information and request for and on behalf of such Destination Account Holder.

As you are fully aware, transmission of information as contemplated herein will run high transmission, security and confidentiality risks including but not limited to access to and use of the same by unauthorized users, breach of confidentiality and incomplete or corrupted information being sent or received. Further, such communication may be interrupted, delayed, or altered or, simply, fail. In particular, email messages and attachments thereto sent via the Internet cannot be guaranteed to be secure, error- or virus-free, as information can be intercepted, corrupted, lost, arrive late or contain viruses.

Despite the risks mentioned above, you confirm that, before requesting for the Electronic Communication Service or the Payor Request Service, you have obtained each Destination Account Holder's consent and you also hereby provide your consent and authorization for us to transmit and receive information in connection with such Service(s) as contemplated herein.

You agree that we will not be liable to you, any Destination Account Holder or any other person in any way whatsoever and howsoever for any Damages you or any other person may incur or suffer in any form relating to or as a result of transmitting and receiving information as contemplated herein.

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You also authorize us to disclose any information to the Internet service providers and other related parties involved in providing/maintaining the unsecure/secured email and Internet service and the servers for the transmission of the information.

SUPPLEMENTAL LIMITATION OF LIABILITIES / INDEMNITIES

This section supplements the Limitation of Liabilities section of this Booklet for each Service provided by us to you.

In relation to any Collection Debit Authority to be sent to us via facsimile, you fully agree that we are authorized, but not obliged, to rely upon and act in accordance with any facsimile transmission received by us purporting to be a copy of a transmission or communication given or purporting to be given on your behalf by an Authorized Officer(s) without inquiring on our part as to the source of the transmission or communication or the identity of the person making or purporting to make such transmission or communication and regardless of the circumstances prevailing at the time of such transmission or communication, provided that any signature appearing in a facsimile transmission appears on reasonable examination to correspond with the specimen signature of the Authorized Officer. Further, in relation to any Data File or any payor response to be sent to us via secured/unsecure email, you fully agree that we are authorized, but not obliged, to rely upon and act in accordance with any secured/unsecure email communication received by us purporting to be a copy of a communication given or purporting to be given on your or the Destination Account Holder's behalf (as the case may be) without inquiring on our part as to the source of the communication or the email address or the identity of the person making or purporting to make such communication. We shall be entitled to treat each such transmission or communication as fully authorized by and binding upon you or the Destination Account Holder (as the case may be) and we shall be entitled (but not bound) to take such steps in connection with or in reliance upon such transmissions or communications as we may in good faith consider appropriate.

In consideration for our acting in accordance with the terms of the ACH-Debit Service, the Electronic Communication Service and/or the Payor Request Service, you agree and undertake to indemnify us and to keep us indemnified against all Damages incurred or sustained by us of whatever nature and arising from our reliance on any such facsimile transmission or secured/unsecure email communication, provided only that we act in good faith.

As you are aware, each such Service will be provided by us with the involvement of various systems, including but not limited to, the NPCI's web-server and the Internet. We will not be liable for and will be excused from any failure or delay in performing our obligations for any such Service if such failure is attributable to the breakdown or failure of any software, electronic payment or similar systems of us, RBI / NPCI or any service provider as well as other force majeure events. Further you understand and agree that in the event of omission or commission on the part of NPCI, the same would be rectified and NPCI will not be responsible for any fines or penalties.

Furthermore, you shall not be entitled to make any claim against any party in the ACH and other systems except us. Your obligations contained in this preceding sentence will continue after any such Service is terminated.

GUIDELINES

Each such Service is being provided in terms of the various guidelines / circulars / notifications issued by RBI / NPCI which may change from time to time, and we reserve the right to refuse to accept any transactions in accordance with the applicable guidelines.

CASH DELIVERY AND PICK UP SERVICES

The Cash Delivery and Pick up Service allows you to request for delivery and pick up of currency notes for your Account. For the purposes of this section, Cash Delivery and Cash Pick Up shall collectively be referred to as Services and individually as Service. Detailed information and procedures regarding these Services are available in the User Documentation.

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You accept and acknowledge that the Services may be provided with the involvement of one or more Service Provider(s) and/or Alliance Bank(s) and provisions of the section on Appointment of Service Providers shall apply. As stated in the Suspension and Termination provision in the General Provisions section of the Booklet, either you or we may terminate the Services upon 30 calendar days' prior written notice to the other party. As you are aware that our ability to provide you the Services is dependent upon the services of the relevant Service Provider(s), you acknowledge that in the unlikely event that the Service Provider(s) terminates its service to us for any reason whatsoever without giving us ample time to provide you with 30 calendar days' notice, we would have to suspend or terminate the Services with immediate effect upon written notice to you unless and until we are able to find another Service Provider.

Any request for the Services shall be accepted only if the request letter is signed by your authorized signatories and, in the case of Cash Delivery Service, the currency notes will be delivered only at the designated location and to the recipient authorized by you ("Authorized Recipient") and to no other person or location. Notwithstanding any other provisions herein, you agree that the delivery or pick up of currency notes by the Service Provider in accordance with your instruction shall be solely at your risk in the event of any loss of currency notes in transit for any reason whatsoever. You agree that you will not hold us liable or responsible for any acts, omissions, or defaults (including without limitation the fraud, or other criminal act on its own or in collusion with others, negligence and/or willful misconduct) of such Service Provider. The records maintained by us pertaining to such delivery of currency notes and other details (including but not limited to the date, time and value of currency notes delivered and received by you) under the Service shall be deemed as conclusive evidence of such a transaction.

In the event of non delivery or short delivery or if the currency notes delivered or picked up does not tally with the debit or credit (excluding the charges) posted by us to your Concentration Account, you shall inform us of the same by the next Business Day. We will assist on a reasonable efforts basis to identify any discrepancies between the amount of currency notes that was delivered / picked up and the amount debited from / credited to the Concentration Account, for which you undertake to provide a copy of the delivery letter or deposit slip acknowledged by the courier, to enable us to resolve the matter. You understand that we will exercise reasonable efforts to assist in tracing and/or resolving such discrepancy though we will not be liable for any Damages that you may incur. You also agree to reimburse any out of pocket expenses to us as a result of undertaking the above activities. Any queries shall be raised by you not later than seven (7) Business Days from the date of cash delivery / pickup by the Bank.

In case where the first attempt to deliver currency notes fails and we make a second attempt to deliver currency notes, we will charge for both the delivery attempts, irrespective of whether delivered or not, if the failure of the delivery is on your account.

The determination whether the notes are counterfeit may be made by the courier or the Alliance Bank and such determination shall be final and binding. You hereby authorize us to debit the Account in recovery for all counterfeits, shortages and soiled notes that are not accepted by the local clearinghouse/local bank, upon receipt of any such claim from the Alliance Bank or Service Provider.

We shall provide statements of Account as per agreed formats and intervals of time. You agree to reconcile your statements of Account on a regular basis and notify us in writing of any discrepancies within 7 days from the date the statement of Account is delivered to you. In the absence of such notification, the statement of Account shall be deemed correct and accepted by you.

In the case of any erroneous credit of proceeds to the Account where we receive information from the Alliance Bank or Service Provider that the funds did not pertain to the Account, we shall have full authority to debit the Account or otherwise recover the amount from you.

In case of loss or theft of cash in transit, we shall have a right to debit the Account immediately in case credit is already provided to the Concentration Account, we shall credit the amount, as and when received from the courier, against the lost or stolen cash to the Concentration Account.

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NOTIFICATION SERVICE

Our Notification Services, where available, allow you and/or your designees to receive certain types of Notices. The types of Notices relating to a particular Service are further described in the User Documentation.

You agree Notices are in addition to and not a replacement of or substitution for the Services received by you under this Booklet or any other agreement between you and us. As set forth in the User Documentation, your authorized person(s) shall instruct us with respect to your use of the Notification Services.

You acknowledge and agree that Notices are provided as a convenience and as such you (a) acknowledge and agree that you or any of your designees may not rely on the receipt or expected receipt of a Notice, or the contents (or lack thereof) of any Notice, to relieve you of any of your obligations or duties under the terms of this Booklet or otherwise, and (b) must continue to use the Services in compliance with the applicable terms of this Booklet or such other agreement between you and us. Notwithstanding any terms to the contrary, you agree that we shall not be liable in any case: (i) for any failure to provide, or any delay in providing, any Notice, (ii) if any Notice is intercepted or received by an unauthorized person or entity, and (iii) if any Notice is inaccurate or incorrect in any way.

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GENERAL PROVISIONS

CHANGES TO A SERVICE

You may request us at any time to change the processing instructions for any Service. We may consider such request at our sole discretion and are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

We may change, add or delete any of the terms and conditions applicable to any or all Services by giving such notice as required by extant regulations in writing or by electronic means. Your continued use of or failure to terminate any Service, after the effective date of the change, will indicate your agreement to the change.

COMMUNICATIONS

Any written notice or other written communication to be given under the terms of this Booklet will be addressed to the applicable address specified on the Authorization and Agreement form you return to us, except as you or we specify otherwise in writing in conjunction with your accounts or particular Services. Notices are effective upon receipt, except as otherwise provided in this Booklet or any Materials.

You agree that we may electronically monitor and/or record any telephone communications. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Booklet and will comply with the applicable User Documentation. You further agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us and you agree to bear the risk that the information we receive differs from that sent to us, and that such reliance will result in a loss.

CONFIDENTIALITY

OUR OBLIGATION

We will maintain the confidentiality of information obtained from you in connection with Services we provide under this Booklet in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics, except as otherwise provided herein.

YOUR OBLIGATION

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" and or trade secrets of our licensors or vendors. You understand that all Materials are confidential and our exclusive property. And you will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.

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- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.
- You will not, nor will you allow anyone else to, do any of the following without our prior consent:
- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section in the Global Booklet.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules or regulations to a governmental, regulatory or self-regulatory authority without any notification to any person.

These confidentiality obligations continue after a Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Booklet or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

GENERAL

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that is or becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees, Service Providers, Alliance Banks, agents, credit reference agencies, fraud prevention and other similar agencies, as well as other financial institutions for credit checking, anti-money laundering and fraud prevention purposes and to regulatory, prosecuting and other governmental authorities, courts and litigation counterparties; with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You will not use our name or refer to us directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving our specific prior written approval for each such use or release. You hereby agree that we may use your name as a reference in service proposals or other material.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to any Service provided to you in connection with the management of our or their business.

These obligations continue after any Service you are using is terminated.

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CURRENCY EXCHANGE RATES

If a Request, an Entry, a check issued under the Check Issuance Services involves a currency other than the currency in which the relevant account is denominated, your funds will be exchanged for such other currency at a current rate of exchange on or before the transfer or debit date, as the case may be, in accordance with our normal procedures (including applicable User Documentation). If we assign a currency exchange rate to your transaction, such exchange rate will be determined by us based upon market conditions. We consider many factors in setting our exchange rates, including without limitation exchange rates charged by other parties, desired rates of return, market risk and credit risk. You acknowledge that exchange rates for commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates. We do not accept any liability if our rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (banknotes, check, wire transfer, etc.). Currency exchange rates fluctuate over time, and you acknowledge and accept the risks of such fluctuations: (i) in the case of Requests, between the time you initiate a Request and the time the transfer is either completed or is unwound due to a cancellation, amendment, rejection or return, (ii) in the case of checks, between the time you request us to create a check and the time we debit your account to cover such check and/or the time we re-credit your account if the check is stopped in accordance with the applicable stop payment procedures and (iii) in the case of drafts, between the time you print a draft, or request us to print a draft, and the time we transfer funds from your account to cover such draft.

FACSIMILE SIGNATURES

If you choose to use a facsimile signature, you must provide us with a specimen of each facsimile signature. You fully agree that we are authorized, but not obliged, to rely upon and act in accordance with any facsimile transmission received by us purporting to be a copy of a transmission or communication given or purporting to be given on your behalf by an authorized Officer(s) without inquiring on our part as to the source of the transmission or communication or the identity of the person making or purporting to make such transmission or communication and regardless of the circumstances prevailing at the time of such transmission or communication, provided that any signature appearing in a facsimile transmission appears on reasonable examination to correspond with the specimen signature of the authorized Officer. We shall be entitled to treat each such transmission or communication as fully authorized by and binding upon your sending the transmissions or communications and we shall be entitled (but not bound) to take such steps in connection with or in reliance upon such transmissions or communications as we may in good faith consider appropriate.

You are responsible for any withdrawal from your deposit account that bears or reasonably appears to us to bear your facsimile signature, regardless of by whom or by what means the signature was placed on the check. If you choose to use a facsimile signature, you are responsible, and we may pay a withdrawal and debit your Account for any such withdrawal, even if (i) you have not presented us with a specimen facsimile signature; (ii) the size, color or style of the check is different from that of the cheque you use; or (iii) the size, color or style of the facsimile signature is different from that of the facsimile signature you use.

You agree to compensate us for all Damages that result from our payment of a withdrawal bearing a facsimile that reasonably resembles your facsimile signature.

You are responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of your facsimile signature.

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SECURITY PROCEDURE

You agree to use a Service in accordance with the relevant Security Procedure. The purpose of the Security Procedure is to verify the authenticity of Requests delivered to us in your name and not to detect errors in the transmission or content of Requests. You represent and warrant each time you use any Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Requests.

You agree that we may act on Requests, even if they are unauthorized, if we act in good faith and comply with the applicable Security Procedure and any written agreement with you restricting our action on Requests. In such cases, we may enforce or retain your payment to us for such Requests; provided, however, we may not enforce or retain payment if you prove that the unauthorized Requests were not caused by a person (i) entrusted at any time to act for you with respect to Requests or the applicable Security Procedure, (ii) who obtained access to your premises, computer equipment or transmitting facilities or (iii) who obtained, from a source controlled by you, information (such as keys and passwords) which facilitated breach of the applicable Security Procedure.

GENERAL MATTERS

AGREEMENT

Except with respect to terms governing any Service provided to you through a Website or any other Channel, this Booklet constitutes and represents the entire agreement between you and us regarding the Services we provide you in India and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any such Service (including any International Treasury Services Terms and Conditions booklet, but excluding the current Account Agreement). Except with respect to terms governing any Service provided to you through a Website or any other Channel as noted above and as otherwise expressly provided in this Booklet, this Booklet will be controlling in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement (including but not limited to any Account Agreement, except as applicable law requires otherwise). Current User Documentation is available upon request.

This Booklet is binding upon each of your and our respective successors and permitted assigns. You may with our prior written consent, assign any of your rights or duties described in this Booklet. This Booklet is not for the benefit of any other person, and no other person has any right under this Booklet against you or us, and nothing contained in this Booklet creates any agency, fiduciary, joint venture or partnership relationship between you and us.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

GENERAL OBLIGATIONS

We are responsible only for performing the Services expressly provided for in this Booklet. We may contract with an outside vendor in providing any of these Services.

With respect to any Service, we will provide you with assistance by telephone at the numbers and during the hours specified by us in writing from time to time.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

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SEVERABILITY; NO WAIVER

If any provision of this Booklet or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Booklet, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under this Booklet is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Booklet is a waiver of any other breach or default. Any waiver under this Booklet must be in writing.

COMPLIANCE WITH LAWS AND REGULATIONS

You hereby confirm that you are aware of all applicable laws and regulations, rules and guidelines governing the Services and agree and undertake to observe and comply with all applicable laws and regulations that shall apply to the Service. You further undertake to sign and provide as the case may be such further information and documentation to the satisfaction of us as we shall reasonably request for the purpose of complying with the said laws and regulations.

BANK'S RECORDS AS BINDING

You hereby agree that absent manifest errors, entries in the our books kept in the ordinary course of business shall be prima facie evidence for the transactions and matters therein appearing and shall be binding on you, unless you prove to the contrary.

MAINTENANCE AND PRESERVATION OF RECORDS

We may at our sole option and discretion maintain or destroy such records of transaction in respect of the Accounts or Services, as we may deem fit or as mandated by law. You shall not question the validity and correctness of the same.

APPOINTMENT OF SERVICE PROVIDERS

You accept and acknowledge that the Services may be provided with the engagement of one or more vendors, Warehouse Agents, Alliance Banks and other third party service providers (collectively referred to as "Service Provider"). You hereby authorize us to appoint on your behalf, at our sole discretion and without your prior approval or consent such Service Providers. We may replace any Service Provider at any time upon reasonable notice to you. You acknowledge and agree to bear all cost and expenses in connection with the engagement of all Service Providers. While we will exercise reasonable care and caution in appointing the Service Providers, you understand and agree that these Services are being provided on a 'no warranty no risk basis'.

GOVERNING LAW

With respect to each Service, this Booklet is governed by and interpreted according to the laws of India and you irrevocably submit to the exclusive jurisdiction of the competent courts of Mumbai.

INDEMNIFICATION

You hereby agree to unconditionally and irrevocably indemnify us and hold us harmless from any and all losses, claims, actions, proceedings, judgments, liabilities, demands, damages, penalties, costs and expenses of any nature, including Legal Expenses (collectively, "Damages") we incur in connection with the Services provided to you and on your instruction for and on account of your affiliate except in the event that such Damages are directly caused by our

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gross negligence, fraud, or willful misconduct. The obligation contained in this preceding sentence will continue after the Services are terminated.

The indemnity furnished by you herein shall be of a continuing nature until all of your obligations covered thereunder are discharged in full and the same shall remain in full force until a discharge certificate in respect of such indemnity is issued by us which shall not reasonably be withheld.

LIMITATION OF LIABILITIES

ALL SERVICES

We are liable to you only for actual damages ("Actual Damages") incurred as a direct result of our gross negligence, fraud or willful misconduct in providing a Service. Our determination of the cause and amount of damages shall be final and binding on you. In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, corresponding bank or any other country's central bank, any other financial institution or any Service Provider, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Services or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Booklet with respect to the pertinent Services.

We will not be liable for and will be excused from any failure or delay in performing our obligations for any Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment (including Internet failure), any act, omission or breakdown of any Service Provider, or your act, omission, negligence or fault, changes in legislation, or any cause of whatsoever nature beyond the reasonable control of the Bank.

Our rights and obligations hereunder shall be subject to applicable anti-boycott, anti-terrorism, anti-money laundering and sanctions laws and regulations of United Nations, United States of America and India. We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule, regulation or court order or decree.

OVERDRAFTS

It is expressly agreed and understood that nothing contained in this Booklet shall be deemed to constitute an agreement for grant of overdraft or any other form of credit facility with respect to the amount of cheques or drafts covered by a Service. In the event of any incidental or temporary overdraft which may be occasioned or which may result due to return of cheques, you hereby agree and undertake to liquidate the overdraft on the next day after the day on which it occurs and are informed by us in this regard and will pay interest for the time that we are out of funds at the then

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prevailing interest rates. In the event you fail to liquidate by the next day, we shall have the right to set off and appropriate the liability against or out of any of your accounts / funds with us.

PAYMENT FOR SERVICES

You may maintain and designate account(s) with us which we will use for debiting or crediting with respect to all payments and deposits and related adjustments and charges. Except as otherwise provided, you must have Collected and Available Funds on deposit in your account(s) sufficient to cover such obligations. For purposes of satisfying your payment obligations, we may consider any overdraft line of credit or other arrangement you have with us.

SERVICE CHARGES

You will pay us for each Service you use according to our schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. At your request, we will provide you a copy of the current schedule of charges for the applicable Service. All charges are subject to change upon such notice as is required by extant regulations (unless otherwise agreed in writing).

You will pay us for Software support in excess of that contemplated in the General Provisions sections of this Booklet. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

We will, on a monthly basis, debit your account with us for payment of charges due, unless you arrange another payment procedure acceptable to us.

TAXES

All Service charges are exclusive of all taxes including but not limited to service tax, value-added taxes etc, and other governmental charges imposed on any Service or Materials. Such taxes, duties and charges are payable by you.

REPRESENTATIONS AND WARRANTIES

On and as of each day we provide any Service to you, you represent and warrant to us that:

- Your agreement to each provision contained in this Booklet is a duly authorized, legal, valid, binding and enforceable obligation.
- The debiting of any account as provided in this Booklet is not inconsistent with any restriction on the use of that account and all approvals and authorizations from each applicable third party to allow you to transfer funds and access information from such party's account has been obtained.
- All approvals and authorizations required to permit the execution and delivery of the Agreement and Authorization form and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account.
- Neither your performance of your obligations nor your use of any Service will facilitate illegal transactions or otherwise violate any law, rule, regulation, judgment, decree or order applicable to you.
- The Services you receive pursuant to this Booklet are for business use only and are not primarily for personal, family or household use.
- There is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Booklet.

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RESOLUTION OF DISPUTES

Any dispute or controversy concerning your use of Services described in this Booklet may be referred to the Grievance Redressal Officer appointed by the Bank.

RIGHTS AND OBLIGATIONS FOR STATUTORY PAYMENTS, DEFT SERVICE, ACH-CREDIT SERVICE AND ACH-DEBIT SERVICE

You must comply with the cut-off date and time communicated by us from time to time for initiation of Request. If we receive your Request after the cut-off date and time or on a non-Business Day, we may treat such Request as if received on the next Business Day. You agree and acknowledge that we will have no liability for any Damages incurred by you due to the delay in processing such instructions. After we receive a Request by the applicable processing deadline (as specified in the applicable User Documentation), but no later than the value date stated in your Request (if such date is not earlier than the day such Request is received), we will act upon such Request by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party. If applicable, our acting on your Request will also be subject to the business day schedule of any of our banking centers or affiliates holding an account to be debited or credited under a Service. We may treat Requests we receive after a deadline as if we received them on the next Business Day.

It is your sole responsibility to ensure that all details, information, particulars or documents provided in the Request(s) or otherwise to us are correct and any action taken by us on the basis of the information furnished by you in the Request(s) or otherwise shall be deemed to have been authorized by you and we shall not be held liable or responsible for any Damages that may arise in connection with any action taken by us on the basis of the Request. Further, we shall not be responsible or liable for any discrepancy in the data provided by you and/or received by us and for any Damages suffered, liabilities or penalties incurred, interest accrued for non-payment, wrong payment or delayed payment.

You hereby agree that we are entitled not to comply with any incomplete, unclear, incorrect, vague or ambiguous Request and we will not be responsible for any delay in making any payment because of any such reasons. All Requests are processed by us in good faith and in the genuine belief that such Request is complete, clear and unambiguous, we shall not be liable to you or any third party for any Damages, interest accrued for non-payment, wrong payment or delayed payment or for any other reason.

You hereby agree that the Request(s) shall become irrevocable when it is accepted by us and you have authorized us to debit your account for any liability incurred by you to us for execution of any Request(s).

We reserve the right to refuse to accept any Request(s) with reason or without assigning any reason in accordance with the applicable guidelines.

No Request issued by you shall be binding on us until we have accepted it. We will make all reasonable efforts to comply with the Request(s); however, we will not be liable for any failure to comply with the instructions in the Request(s), if such Request(s) is received at a time or under circumstances that renders us unable to comply with the Request.

You agree that we shall be under no obligation to cancel or amend Request(s) after receipt or to cancel or amend any Request(s) which is initiated by a standing instruction from you. However, if you send a request instructing us to cancel or amend a prior Request(s), we will act on the same only if:

(i) we have not already commenced processing on the prior Request and the modified Request is received by us within the banking hours, and
(ii) the modified Request has been issued by you, and
(iii) the modified Request is complete in all respects.

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You agree that no special conditions shall be attached by you to any Request. We reserve the right to attach special conditions to any Request as may be deemed suitable by us at the time of acceptance of Request.

You shall ensure that the NRE Accounts of the beneficiary, if any, will be included in the Request(s) after ensuring compliance with the rules/ regulations issued by RBI (Foreign Exchange Department) from time to time.

We shall not be obliged to comply with the instructions set out in Request in the event that any one or more of the following has occurred:

(i) The funds available in the your Account are not adequate or properly applicable to comply with the Request(s) and you have not made any other arrangement to meet the payment obligation,
(ii) We have reason to believe that the Request(s) is issued to carry out an unlawful transaction,
(iii) The Request(s) cannot be processed under the RTGS, NEFT, ACH and other systems.

We shall be entitled to debit the Account, the amount of the funds transferred together with charges payable thereon, including any return charges due to discrepancy in the beneficiary details or in the event of closure of the beneficiary account with the destination bank.

You are obligated to pay to us the amount of any Request(s) once acted upon, other than to reject. At our discretion, prior payment may be required without notice. Even if done in the past, we are not obligated to process any Request without having first been paid, but if done; the amount is immediately due and payable without notice or demand.

In the event any Request is sent by you through a courier service, the courier agency shall be deemed to be your agents and you shall not hold us liable or responsible for any acts, omissions or defaults (including without limitation, fraud, negligence, and/or willful misconduct) of each courier.

In relation to any Request to be sent to us via facsimile, the provisions of the section on Facsimile Signatures shall apply. You agree that where any of the Request or Login Details is transmitted by facsimile, you would not send us the originals for the same. If you send us the Request for any reason, the same will be stamped by you to confirm that it has been previously transmitted by facsimile. If there is any omission or error on your part in complying with the above requirement, you have the sole responsibility and risk of making the duplicate payment. You further agree that where the same Request and / or the Data File have been submitted to us more than once, we shall not be responsible for the duplicate payment and will not be liable for any Damages that you may suffer or incur on account of the same.

We shall endeavour to credit the Return Funds to you within the RBI prescribed timeframe. However, the time taken for such return of funds shall solely depend on our receipt of funds and data from RBI / NPCI. We shall not be liable for any delay in any return of funds for whatsoever reason.

You shall not be entitled to make any claim against any party in the RTGS, NEFT, ACH and other systems except us.

SUSPENSION AND TERMINATION

If at any time we believe (i) that our provision of any Service to you may create a risk of financial loss for us or result in an unacceptable credit exposure to us, or (ii) that an account associated with any Service may be subject to irregular, unauthorized, fraudulent or illegal activity, or (iii) for any other reasons which may be prejudicial to us, we may, in our sole discretion, immediately, without prior notice to you, block or suspend in whole or in part or modify our provision of any such Service until such time that such risk, exposure, or activity is eliminated or otherwise resolved, notwithstanding anything to the contrary in this Booklet. Either you or we may terminate any or all Services upon 30 calendar days prior written notice to the other party. Notwithstanding the foregoing sentence, we may in our discretion terminate any or all Services effective immediately, and we will send you notice of the termination, if any of the following occurs:

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- You breach any of the terms and conditions in this Booklet or any other agreement with us.
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets.
- You fail generally to pay your debts as they become due.
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding.
- You initiate any composition with your creditors.
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Booklet.
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the guarantor.
- The account necessary to provide any Service is closed.

If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service.
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers.
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

Termination of a Service you use does not affect your payment obligations for services we provide to you before the Service is terminated, and any such termination is in addition to our other rights under applicable law and under the terms of this Booklet. Also, termination of any Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you and outstanding will become immediately due and payable.

THIRD PARTY VENDOR USAGE OF TREASURY SERVICES

As set forth below, this section describes the terms and conditions under which you are permitted to utilize any Subsidiary or other person, including a Third Party Vendor, to access any of the Services provided to you by us (which may include the Third Party Vendor's receipt, access to, and/or handling of any related sensitive information) through the use of a remote access software package, a Website, data file transmission, mail delivery service, mobile access or telephone, as applicable.

SUPPLEMENTAL LIMITATION OF LIABILITIES

We will not be responsible for the acts or omissions of you or your officers, employees or agents, including any Third Party Vendors retained by you (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed our agent.
If you permit any Subsidiary or other person, including a Third Party Vendor, to access any of the Services provided to you (which may include the Third Party Vendor's receipt, access to, and/or handling of any related sensitive information) through the use of a remote access software package, a Website, data file transmission, mail delivery service, mobile access or telephone, we will not be responsible or liable for such Subsidiary's, person's or Third Party Vendor's use or misuse of the Services or related accounts or any such party's access to, use, misuse or loss of any sensitive information; provided we have complied with any applicable Security Procedure. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Booklet with respect to the pertinent Services.

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YOUR REPRESENTATIONS, WARRANTIES, AND AGREEMENT SURROUNDING THIRD PARTY VENDORS.

You represent and warrant to us that you obtain a business benefit by allowing a Third Party Vendor to use, on your behalf, one or more of the Services provided to you by us (which may include the Vendor's receipt, access to, and/or handling of any related sensitive information), and that you have made available to each Third Party Vendor the Booklet and all applicable User Documentation.

You will provide and maintain a list of all such Third Party Vendors in a form and in a manner acceptable to us. We may act under the Booklet as a Third Party Vendor instructs us and you agree that such Third Party Vendor will be acting as your agent with respect to the Services. You further agree that you will cause a Third Party Vendor to use the Services on your behalf in accordance with the terms and conditions of the Booklet and all applicable User Documentation and that such Third Party Vendor shall have no other right to use a Service or to derive any benefit under the Booklet. You agree that you are fully responsible for ensuring that all appropriate information protection, privacy, and cross border data movement and similar policies and procedures are implemented and followed by all such Third Party Vendors used by you, and that they comply at all times with applicable law. You shall provide us with information about any such Third Party Vendor as we reasonably request.

You will indemnify us and hold us harmless from and against all Damages (including but not limited to the allocated cost of staff counsel, reasonable attorneys' fees and any fees and expenses incurred in enforcing the Booklet) (cumulatively, a "Loss") in any way relating to any action or inaction of a Third Party Vendor, unless such Loss is attributable to our gross negligence or intentional misconduct.

We may, at our sole discretion, either decline to act upon any instruction or communication received from any Third Party Vendor or terminate or suspend your use of the underlying Service, if, in our sole discretion, we determine that a Third Party Vendor may pose a risk to our operations or a Third Party Vendor or you breach any term of the Booklet or applicable User Documentation. In the event you terminate your relationship with a Third Party Vendor it is your sole responsibility to terminate such Third Party Vendor's access to the Services (including access to any related sensitive information).

Unless otherwise stated herein, in the event of a conflict between like terms in another agreement between you and us, then the terms of this supplement shall prevail, but only to the extent necessary to resolve such conflict.

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GLOSSARY OF TERMS

The following are some important terms that appear in this Booklet.

Account. The designated account as maintained by the Client with the Bank.

Account Agreement. Each of the current signature card, applicable account agreement (including but not limited to each global client account agreement, international account agreement or standard account opening terms and conditions) and each publication, in each case as amended from time to time, pursuant to which terms and conditions applicable to each deposit, savings or current account for which you use a Service are set out.

Actual Damages. Has the meaning ascribed to it in the Limitation of Liabilities section.

Alliance Bank. Any of the third-party institutions (as referred to in applicable Service) with which the Bank has entered into non-exclusive service provision agreements or equivalent arrangements, as such may be amended or supplemented from time to time, and in respect of the relevant Service(s) to be provided.

Authority. Any statutory authority authorized by the Government to collect Statutory Payments for the Tax Payment Service.

Authorized Bank. Any one of the banks authorized by the relevant Authority(ies) in India to collect the Statutory Payments.

Authorized Officer. In relation to any matter, the person or persons who, according to a document lodged and accepted by the Bank, are authorized to act on behalf of the Client in relation to the matter or any other person(s) who the Bank reasonably believes to be acting on behalf of the Client or on behalf Client's affiliates in relation to that matter.

Automated Clearing House ("ACH"). The system introduced by the NPCI for electronic fund transfer within India.

Business Day. Each day on which the Bank or Bank office providing or facilitating a Service is open for business related to that Service.

Channel. As defined in the section headed "*Introduction*".

Cheque. A bill of exchange drawn on the Bank by the Client for making payment from the Account.

Concentration Account. The Account designated and notified in writing by the Client for the purposes of any of the Services including but not limited to Cash Delivery and Pick Up Service and/or Cheque Collection Service.

Damages. This definition has the meaning given to it in the Indemnification section of this Booklet.

Demand Draft. A written order by the Client drawn on the Bank for making payment from the Account.

Designated Account. The bank account indicated in the Data File for the purposes of the Service, including the account that will be debited for the ACH Credit payment or the account that will be credited for the ACH Debit collection.

Destination Account Holder. With respect to a ACH Credit / ACH Debit payment initiated by the Client, the beneficiary holding an account with the Destination Bank Branch to which such ACH Credit payment amount shall be credited and with respect to a ACH Debit collection initiated by the Client, the Client's debtor / payor / customer holding an account with the Destination Bank Branch from which such ACH Debit collection amount shall be debited.

Destination Bank Branch. The bank branch where the Destination Account Holder maintains his bank account.

e-Statements. Statements with respect to which you opt for electronic delivery and which are selected by you as outlined in the applicable User Documentation.

Global Booklet. Bank of America's Treasury Services Terms and Conditions Booklet, pursuant

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to which the Bank of America Corporation's subsidiary banks agree to provide certain services to the Client as described in, and pursuant to the terms and conditions set out therein.

IEC Code. The unique 10 digit Importer Exporter Code issued by Directorate General of Foreign Trade, Ministry of Commerce, Government of India.

Instrument. For purposes of this Booklet the term Instrument means and includes account payee Cheques and Demand Drafts unless the context provides otherwise.

Instrument Issuance Request. A message transmitted from you to us requesting us to issue an instrument on your behalf drawn on either accounts you maintain with us or accounts designated and owned by us.

Legal Expenses. Reasonable lawyer's fees, allocated costs of staff counsel (unless prohibited by applicable law), fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of this Booklet.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

National Payments Corporation of India ("NPCI"). The organization entrusted by the RBI to manage all data exchange between the various banks participating in ACH.

NEFT. The National Electronic Funds Transfer through the Reserve Bank of India.

Notice(s). In connection with the Notification Services, notices provided by us to you and/or your designees that are associated with and related to the Services provided by us to you under the terms of this Booklet or other agreement between you and us.

Participant Interface. The Real Time Gross Settlement System ("RTGS") interface given to the various banks participating in RTGS.

PAP Account. The NOSTRO account opened with each Alliance Bank(s) for the sole purpose of availing yourself of the PAP Service.

Payment Limit. The mutually agreed limit in order to facilitate the honoring by Alliance Banks of Cheques drawn against the PAP Account.

Permanent Account Number ("PAN"). The unique 10 digit alphanumeric code assigned by Central Board of Direct Taxes ("**CBDT**").

RBI. The Reserve Bank of India.

RTGS. Real Time Gross Settlement of Reserve Bank of India.

Return Funds. The funds given back to the Bank by the Destination Bank Branch on account of the credit not being given to the Destination Account Holder for any reason whatsoever.

Request. A request delivered or transmitted by means permitted under the relevant Service including but not limited to request to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds etc.

Reversal/Deletion Request. A request for a Reversal or a request to delete a previously delivered Entry.

SAOTC. Each form of Standard Account Opening Terms and Conditions used in certain countries as an Account Agreement.

Security Procedure. Unless we agree otherwise with you, the applicable security procedure described in the Materials for your data delivery type or Service for verifying the authenticity of Entries, Requests, Reversal/Deletion Requests, Payment Advices, Check Issuance Requests, Stop Payment Requests, FX Requests, Transaction Requests or Tax Payment Instructions.

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Service(s). The services as provided in a specific Bank location and covered by this Booklet.

Service Provider. Any third party including but not limited to an Alliance Bank and/or any courier or other duly authorized service provider appointed by the Bank to provide any of the Services mentioned in this Booklet.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with one or more particular Services.

Statements. Account statements, account analysis, pricing information and other information relating to account activity or services, transactional activity and/or cash management services with us and/or our affiliates.

Statutory Payment. Any payment including but not limited to taxes, custom duties, etc. payable by the Client to any Authority in India.

Stop Payment Request. A message you send us to request that payment be stopped on a check or draft which, in the case of the Electronic Stop Payment Services, must be drawn on an eligible account you have with us.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Tax Deduction Account Number ("TAN"). Unique 10 digit alphanumeric code allotted by CBDT for the purpose of Statutory Payments deducted at source.

Tax Payment Instruction. An instruction by means permitted under the relevant Tax Payment Service to pay any taxes using any of the tax forms specified in the applicable User Documentation.

Third Party Vendor: Any third party vendor (including but not limited to, such third party vendor's agent, subcontractor, affiliate, representative and/or assignee) used by you to perform certain actions with respect to the Services.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular banking center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon your request.

Website. Any Internet website and/or online access channel for use in accessing one or more Services.

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