

Cash Management Terms and Conditions

The Hong Kong and Shanghai Banking Corporation Limited, India offers Cash Management Services to its Customers. By signing the Cash Management Services Designated form ("Designated Form") the Customer agrees to be bound by these Terms and Conditions (T&Cs), including terms applicable for the respective services availed by the Customer.

GENERAL DEFINITIONS

Application shall mean application(s) for availing of the Services from the Bank in form and manner prescribed by the Bank.

Applicable Law shall mean any law, rule, judicial ruling, regulation or any circular or guidelines issued by the Reserve Bank of India, National Payment Corporation of India or any other government or statutory body (from time to time) in relation to the Services.

Bank shall mean The Hongkong and Shanghai Banking Corporation Limited, India.

Business Day means any day, on which the Bank is open for banking business during normal banking hours in India.

Confidential Information means any information, about or relating to either Party or members of its group, received or accessed by the other Party in the course of the relationship established by them pursuant to the T&Cs, including without limitation, information relating to the business, operations, personal data or customers of the disclosing Party and these T&Cs.

Customer means any person or entity who avails any Services from the Bank.

Customer Account means any account of the Customer other than term deposit account(s), maintained with the Bank and notified in writing by the Customer for crediting/debiting the funds in relation to the Services.

Customer Instruction means any communication which is received by the Bank in relation to a Service which:

- a. contains the necessary information for the Bank to carry out the payment or other acts on Customer's behalf; and
- b. has, or in the reasonable opinion of the Bank, appears to have been provided by an authorised person.

E-Channels shall mean HSBC Group's electronic banking systems.

Force Majeure Event means any event beyond the reasonable control of a Party affecting that Party's ability to comply with the T&Cs, such as, (a) any natural event such as flood, storm or earthquake, (b) war, civil disturbance or act of terrorism, (c) industrial action, (d) Act of God, (e) action of a government or governmental agency, (f) change in Applicable Law, (g) pandemic and consequential quarantine/lockdown measures pursuant to any government order (h) power or equipment failure or interruption, or (i) interruption, failure or delay in receiving or acting on any communication or Customer Instruction including without limitation due to any system issue or link failure.

HSBC Group shall mean HSBC Holdings Plc and its subsidiaries and associate undertakings and any of their branches.

Infrastructure Provider means any third party providing shared market infrastructure necessary for a Party to perform its obligations under the T&Cs including any communications, clearing, settlement or payment system, or intermediary or correspondent bank.

Payor refers to remitter or the Customer's end customers initiating payment(s) into the relevant Customer Account by debiting its account or from whom the Customer has receivables. In case of Virtual Accounts Service, the Payor is allocated a distinct Virtual Account number.

Party/Parties – The Customer and the Bank shall individually be referred to as a Party and together as Parties.

Service(s) means the services provided by the Bank as selected by the Customer on the Service Designation Form. Services will also include MIS/Reports provided by the Bank to the Customer from time to time.

Security Procedures means security measures or protocols governing the Customer's access to the communication channels (including E-channel) made available to the Customer by the Bank from time to time and used to verify the origination of Customer Instructions or communications between them transmitted via such channels (including E-channel). A Security Procedure may include, but is not limited to, one or more of the following measures: encryption algorithms or other codes, user entitlements, identifying words and numbers, and similar security devices.

Third Party means and includes a courier, vendor or any other third party (excluding an Infrastructure Provider) appointed by the Bank to enable the provision of Services under the present T&Cs.

GENERAL TERMS

The Customer shall make an Application to the Bank for use of the Services. The Bank shall be entitled at its sole discretion to accept or reject any Application as may be submitted by the Customer. By applying for or availing of the Services, the Customer acknowledges as having read, understood and accepted these T&C's (including any updates from time to time) and agrees to abide by the same.

Confidentiality

The Bank may need to share, store or transmit Confidential Information about Customer or any of Customer Accounts, within the HSBC Group or with any agent or third party used by the Bank for the purpose of providing the Services or for the maintenance of the Bank's overall relationship with the Customer. Any such sharing, storage or transmission of such Confidential Information will be done on a confidential basis and the Bank will endeavour to maintain strict confidentiality of such Confidential Information within the HSBC Group unless: (a) otherwise required by any applicable law, regulation or request of any public, regulatory or judicial authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) the Bank deems disclosure necessary to provide Services.

Restrictions on the disclosure of Confidential Information shall not apply to information that:

- a. is in or enters into the public domain other than in breach of the T&Cs;
- b. is lawfully obtained by the recipient party from a third party or is already known by the recipient party, in each case without notice or duty to maintain it as confidential; or
- c. was independently developed by the recipient party without reference to the disclosing party's Confidential Information.

Limitation of Liability

Notwithstanding anything contrary contained herein or elsewhere, the Bank shall have no liability to the Customer or any other person for any consequential, compensatory, special or other damages, including without limitation damages for lost profits or loss or damages from subsequent wrongful dishonour caused by any error, act, delay or omission by the Bank, even if the Bank has been advised of the possibility of such damages.

With respect to the Bank's liability under these T&Cs, the provisions set out in these T&Cs shall govern unless they are in conflict with any Applicable Law, in which case the relevant liability will be determined as required by such Applicable Law.

Indemnity

The Customer shall indemnify and hold harmless from (time to time and at all times) the Bank, its officers and employees against all liabilities, claims, costs, losses, damages and expenses (including legal fees) of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against them in relation to the Services performed by the Bank under these T&Cs, unless caused due to gross negligence or wilful misconduct of the Bank, its officers or employees.

Force Majeure

Either Party will not be responsible for non-performance or delay in the performance of one or more Services or obligations that is caused by Force Majeure Event.

Change of Terms

- a. The Bank may modify, terminate and/or suspend the Services including the present T&Cs to the Customer anytime with or without prior notice, due to changes in rules, regulations and laws set by relevant tax authorities or other regulators or due to change in the Bank's internal policies. Any change in these T&Cs due to the above reasons shall become applicable upon notice to the Customer. A copy of T&Cs or any modifications carried thereof from time to

time shall be notified on www.hsbc.co.in

- b. Any amendment of these standard T&Cs, for reasons other than as proposed in (a) above shall not be effective unless it shall be reduced to writing through an amendment and accepted by the Parties.

Amendments made under this clause shall be deemed to be a part of these T&Cs and in case of any contradiction such amendment shall prevail.

Term and Termination

These T&Cs will continue to be in effect until terminated by either Party with at least thirty calendar days' prior written notice to the other Party. Either Party may terminate one or more Services without affecting other Services. If the Customer suffers distress or execution or commits an act of bankruptcy or goes into liquidation or an insolvency proceeding is initiated against it or if a court receiver is appointed over any part of the Customer's business/property or the Customer commits a material breach of the T&Cs, then the Bank shall have the right to terminate these T&Cs forthwith by serving the Customer with a written notice to that effect.

Notwithstanding anything contained to the contrary, any rights, liabilities and obligations arising due to the acts done prior to the date of termination shall continue to be binding on the Parties and the T&Cs shall be valid and binding to that extent.

Provision of Services

The Services may be provided by the Bank either directly and/or through a Third Party. Customer agrees that such arrangements made by the Bank would be acceptable to them and that they agree to the operational procedure as advised by the Bank from time to time. Customer agrees that the Bank may appoint these Third Party(ies) at its sole discretion and without Customer's prior approval or knowledge.

Fees and Charges

The Customer agrees to pay to the Bank on a first written demand without any demur or protest such fees, costs, charges, duties, interest and expenses as stipulated by the Bank including but not limited to Goods and Service Tax, stamp duty adjudication charges and any other charges, duties or taxes (as applicable from time to time). payable in respect of the Service.

The Bank may debit fees, costs, charges, duties, interest and expenses owed by the Customer to the Bank from any account advised by the Customer for such purposes. Failure to pay the fees, costs, charges, duties, interest and expenses (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by the Bank.

Right of Set-off

The Bank shall have the right of set-off, on the deposits, funds or other property of the Customer with the Bank, to the extent of all outstanding dues or towards any liability incurred by the Bank arising out of execution of any Customer Instruction or arising as a result of or in connection with the Services.

General Undertaking from Customer

The Customer hereby agrees and confirms that:

- a. it is responsible for the accuracy, completeness and correct transmission of a Customer Instruction and for ensuring they will achieve the Customer's intended purpose, provided the Customer Instruction is received by the Bank within the stipulated timelines. The Bank will not be liable to the Customer where the Bank chooses to comply with such a request and the Customer must take reasonable steps to ensure that its request will not give rise to any claim against the Bank. If the Bank accepts a manually initiated Customer Instruction (being an Instruction which is not submitted through electronic communication channels provided by the Bank, but, for example, by telephone, fax or physical delivery), then, provided the Bank acts in accordance with the applicable Security Procedures, the Customer is responsible for any losses related thereto.
- b. in connection with the Services, the Customer shall execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by the Bank to carry out or evidence the transactions/services carried out or contemplated under the Services.
- c. it shall notify the Bank as soon as possible if it becomes aware of any theft, fraud, illegal activity, loss, damage or other misuse in relation to the Services or in relation to any associated documentation, Customer Instructions, communication or payment instrument.

- d. if an Customer Account is overdrawn without the Bank's approval, the Customer shall immediately upon demand, or otherwise becoming aware thereof, transfer sufficient cleared funds to bring such Customer Account into credit. For the avoidance of doubt, the Bank is not hereby offering the Customer, or agreeing an increase to, any overdraft facility and, unless otherwise provided in an agreement executed by the Bank and the Customer, any extension of credit can be cancelled by the Bank at any time.
- e. if an Customer Account is credited in error or in anticipation of receiving funds, where those funds are not received or the underlying funds transfer is reversed, the Bank may reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Customer Account, and, except in case of the Bank's error, debit or demand immediate repayment of any losses incurred by the Bank in connection therewith, as appropriate.
- f. in providing the Services, the Bank may use certain Infrastructure Providers and the Services are therefore subject to the rules and regulations of those Infrastructure Providers as well as the guidelines and procedures of relevant regulatory or industry bodies. Neither the Bank nor any other member of the Group shall be liable for any loss suffered as a result of the acts or omissions of an Infrastructure Provider.

Representation and Warranties

Customer hereby represents and warrants that:

- a. it is duly incorporated or, if it is not a body corporate, is otherwise validly constituted and existing under the laws of the jurisdiction of its incorporation or constitution (as the case may be);
- b. it has all necessary corporate or equivalent power and legal capacity to execute (where applicable) and deliver, and to perform its obligations under, these T&Cs;
- c. it shall be responsible for complying with the Applicable Laws in relation to the Services availed from the Bank.

Communications, Instructions and Security Procedures

- a. The Parties will comply with the Security Procedures. The Customer shall follow the Security Procedures upon accessing communication channels provided by the Bank and issuing Customer Instructions via such channels including E-Channels. The Bank shall follow the Security Procedures upon receipt of such Customer Instructions to establish their validity.
- b. The Bank is not obliged to do anything outside of the Security Procedures to establish and rely upon the authority or identity of any person sending an Customer Instruction on behalf of the Customer. The Bank is not responsible for errors or omissions made by the Customer or the duplication of any Customer Instruction by the Customer and may act on any Customer Instruction by reference to a bank identification or account number only, even if a bank or account name is provided. An authenticated SWIFT message issued to the Bank in the name of the Customer (or of an entity authorised by the Customer to issue SWIFT messages on its behalf) may be relied on by the Bank as having been issued by an authorised person on behalf of the Customer.
- c. If the Bank doubts the legality, origination or authorisation of an Customer Instruction, it shall take such steps as it considers appropriate to investigate the matter. If such investigation results or, in the opinion of the Bank, is likely to result in the Customer Instruction being declined or executed outside the applicable value date or other agreed time period, the Bank will notify the Customer as soon as practicable, provided it is not prohibited from doing so by any Applicable Law.
- d. The Bank will use its reasonable efforts to comply with any request made by the Customer to vary or cancel an Customer Instruction and, subject to the Bank using such efforts, the Customer shall be responsible for any losses related to such an Customer Instruction.

Anti-bribery and Corruption

- a. In connection with the provision of Services and/or other activities to be carried out under these T&Cs, the Customer shall comply with, and shall ensure that its officers, directors, employees and any third parties engaged or instructed to act for or on behalf of the Customer or the Bank (the Relevant Persons) are aware of and comply with all anti-bribery and corruption laws applicable to these T&Cs (ABC Laws).
- b. The Relevant Persons shall not take any actions or make any omissions that would cause the Bank or the Customer to be in violation of any applicable ABC Laws.
- c. The Relevant Persons shall not, directly or indirectly, offer, pay, promise to pay or authorize any bribe, other undue financial or other advantage or make any facilitation payment to, or receive any bribe or other undue financial or other advantage from, a public official or a private party in connection with these T&Cs or any transactions undertaken for or on behalf of HSBC.
- d. The Customer warrants and represents that neither the Customer nor, to its knowledge, any Relevant Persons or Ultimate Beneficial Owners of the Customer are the target of economic or financial sanctions measures imposed by the United Nations, the European Union, the United Kingdom, the United States or any relevant and applicable jurisdiction (Restricted Persons). "Ultimate Beneficial Owner" means any natural person(s) who directly or indirectly own(s) or control(s) 25% or more of the shares of a company and/or any natural person(s) who exercise(s) a

Controlling Interest in that company. Controlling Interest means for any company:

- i) the ownership or control, directly or indirectly, of more than 50% of the company's fully diluted voting share capital; and/or
- ii) the ability to direct how more than 50% of the fully diluted votes are exercised at its general meetings on all, or substantially all, matters; and/or
- iii) the right to appoint or remove its directors that hold a majority of the voting rights at its board meetings on all, or substantially all, matters.

The Customer shall not deal directly or indirectly with Restricted Persons in connection with its dealings with the Bank or in relation to these T&Cs.

Governing Law

These T&Cs shall be governed by the laws of India and each of the Party hereto hereby submits to the jurisdiction of the courts at Mumbai.

Notices

Except where specifically provided for, any notice, demand or other communication under these T&Cs, except where it expressly permits otherwise, shall be in writing addressed to the Customer at the last address notified to the Bank in writing or at the registered office or corporate office address of the Customer known to the Bank, and addressed to the Bank at its India office or such other address as the Bank may notify to the Customer for this purpose. Any such notice, demand or other communication may be delivered by post, by facsimile transmission and/or any form of electronic mode and shall be deemed to have been delivered to the Customer on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission and to the Bank, on the day of actual receipt.

MIS/Reports

Bank may provide certain statements and reports to Customer relating to the Services availed by them via, (a) electronic mail to an address designated by Customer or (b) any other electronic method including SMS. Customer recognises that such information would be of a confidential nature and that the information may be intercepted, read, modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free.

Waiver

Failure on the Bank's part to insist upon performance of any of the T&Cs, to exercise any right or privilege conferred in these T&Cs, or to demand any penalties resulting from any breach of any of these T&Cs shall not be construed as waiving any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

Disclaimer

The Bank shall use best efforts in providing Services to the Customer. All arrangements are exclusive of intervening Bank Holidays and Sundays for clearing purposes, i.e. on a working day basis only and the Customer unconditionally agrees and understands that the credit to the Customer or payout on behalf of the Customer would be made after considering the intervening bank holidays after deposit of instrument or initiation of the payment instruction. The entries in the Bank's books as well as in the correspondent bank's books kept in the ordinary course of business of the Bank with regard to transactions covered under these T&Cs and matters therein appearing shall be binding on the Customer unless in the event of there being any patent mistake or error therein.

Severability

If any provision(s) of these T&Cs shall be held to be illegal or unenforceable, the validity of the remaining portions of these T&Cs shall not be affected.

Assignment

The Customer shall not assign any of the rights or duties under these T&Cs to any person without the Bank's prior written consent.

Miscellaneous

- a. The Customer, Bank or any Third Party shall continue to be the owner of its respective trademarks, copyrights and all other proprietary rights and neither shall use any trademark, logo or copyright of the other Party without permission in writing of the Party who owns such proprietary rights.

Cross Border Remittance

GENERAL TERMS

- a. The Bank is only required to perform its obligations in the currency in which those obligations are denominated. Unless otherwise agreed in writing, the Bank, or any correspondent bank selected by the Bank, may make any currency conversion in connection with the exercise of its rights and obligations pursuant to these T&Cs, using exchange rates that are reasonable in the relevant market at the time and for the size and type of foreign exchange transaction.
- b. Encashment of the cross border remittance is subject to any exchange control or restrictions which may be imposed by the rules and regulations of the country where encashment is to be made. Neither the Bank nor its correspondent bank shall be liable for any loss or delay caused by any such rules and regulations.
- c. Customer Instructions for cross border remittances received will be processed on the availability of market rates and Customer Instructions for same day value are subject to cut-off times related to the geographical location of the destination.

IMPS

DEFINITIONS

Immediate Payment Service (IMPS) is the settlement system provided by National Payment Corporation of India (NPCI) for facilitating payments and receivables.

GENERAL TERMS

- a. Payor hereby agrees and confirms that it fully understands that, the Bank will be able to provide IMPS facility to the Payor only for those banks that participate in IMPS. For banks other than the participating banks, Payors hereby agrees and undertakes to make alternate arrangements.

Receivables Management System Service (RMS)

SCOPE

The receivables management services provided by the Bank to the Customer under and/or through the E-Channel(s) and forming part of the Services and more particularly described in these RMS Terms.

DEFINITIONS

RMS Terms are the terms and conditions governing the use of RMS as modified in writing from time to time, the RMS Service Guide, E-Terms and any other terms for the provision of RMS published on the E-Channel(s) or otherwise made available to the Customer from time to time.

RMS Service Guide means a document providing an overview of RMS.

GENERAL TERMS

- a. RMS is an information management service that provides a range of functionalities that includes consolidation of collection transaction information from various channels, data enrichment capabilities, reconciliation of collection information against client's account receivables records, and delivery of information to client through comprehensive reports, transaction alerts/advices, online enquiry and analytics.
- b. Terms and expressions defined in this section of the T&Cs shall have the same meanings when used either in the E-Terms, RMS Service Guide or the T&Cs.

GENERAL UNDERTAKING FROM THE CUSTOMER

- a. The Customer understands and agrees that the RMS Terms shall apply to the provision and use of RMS.
- b. The Customer agrees to observe and comply with all applicable laws and regulations that shall apply to or be imposed on any aspect of RMS. The Customer further undertakes to sign and provide as the case may be such further information and documentation to the satisfaction of the Bank as it shall reasonably request for the purposes of complying with the said laws and regulations or generally, to facilitate its provision of RMS.

- c. The Customer understands and agrees that in the event where the Bank is unable to, for whatever reason(s), provide any part(s) or the whole of RMS, the Bank will endeavour, but without any obligations, to provide other contingency measures to enable the Customer to utilise such services covered under RMS through such other means, medium or channel other than the E-Channel(s). All the provisions in the RMS Terms which apply to RMS will to the extent applicable continue to apply to and govern the use of RMS provided under and/or through such contingency measures unless the Bank shall specify otherwise.

Bulk-Pay

SCOPE

Bulk-Pay is a mode of payment, where the Customer initiates the transaction through E-channels. On receipt of the Customer Instruction onto our core banking system (HUB), the Customer Account is debited for the consolidated amount of the file and multiple payments are transmitted through NEFT or inter account transfers. In case of insufficient funds in the Customer Account at the time of receipt of the file, the entire file is rejected and the intimation sent to the Customer.

OBLIGATIONS OF THE CUSTOMER

The Customer can also opt for an additional feature wherein if the Customer Instruction is sent through a file from a particular account and the account has insufficient funds at the time of file transmission, basis the initial set-up, the residual funds are recovered from an alternate Customer Account as instructed by the Customer and the transaction is successfully processed.

E-payment of Statutory Payments

SCOPE

E-payment of Statutory Payments Facility means collection of state government tax, service tax, direct tax, central excise duty, port payment, customs duty and/or provident fund and/or any other statutory payments of such nature via electronic payment mode for Central and State Government Taxes with/without Login ID/Password.

GENERAL CONDITIONS APPLICABLE FOR E-PAYMENT OF STATUTORY TAXES

- a. Customer hereby agrees and confirms that it fully understands that, the Bank either directly or through a third party will be able to provide E-Payment of Statutory Taxes Facility to the Customer only for the locations covered by authorised bank.
- b. The Customer shall be required to ensure that the TAN, PAN, Assessee codes, Registration Number/TIN, Import Export Codes (IEC) and/or TRRN as the case maybe quoted in the e-payment request are validated against the data registered with the relevant tax authorities. In case of any discrepancy in the data provided by the Customer against the data registered with the relevant tax authorities, the Customer shall be solely responsible for any financial loss and/or damage suffered, liabilities and/or penalty incurred, interest accrued for non-payment, wrong payment or delayed payments of any statutory taxes.
- c. Customer further authorises the Bank to appoint, retain or remove such agents and any other experts and consultants on behalf of the Customer, as may in the opinion of the Bank be necessary or expedient for making payments to the authorities and any other acts ancillary or incidental to the same.
- d. Customer accepts, understands and hereby confirms that by giving access to the Bank in relation to Customer's profile on the websites, Customer's confidential information may be known to the Bank.
- e. Customer shall ensure that the login ID and password remain functional at all times.

Cash Payout

SCOPE

The Cash payout service is provided by the Bank either directly and/or through Third Parties at Customer's premises, a value of which will be mutually agreed between the Parties.

GENERAL TERMS

Rights and Obligations of the Customer

- a. Post successful validation of identity proof and authorisation letter verification by the Third Party, the cash will be handed over to Customer's authorised representative as per the scheduled timing mutually agreed between the Parties.

- b. The Customer shall count and verify (counterfeit, soiled and mutilated notes) the cash received from the Third Party and provide an acknowledgment to the Third Party in this regard. The Bank or its Third Party shall not be held responsible for any claims related to shortages, soiled, mutilated or counterfeit notes once the cash has been accepted by the Customer and acknowledgment is provided to the Third Party.
- c. In the event that the cash delivered through the Third Party does not tally with the amount debited by the Bank (excluding the charges) to the relevant Customer Account the Customer shall inform the same to the Bank by the next Business Day of the payout.
- d. As advised by the Bank from time to time, Customer will comply with the mode of raising a request for Cash Payout.
- e. In case of loss or theft of cash in transit, the Bank shall credit back the amount as and when it is received from the Third Party, against the lost or stolen cash to the Customer's Account.

Rights and Obligations of the Bank

In the event the Customer informs the Bank of the discrepancy, the Bank will assist on a best efforts basis to identify any discrepancies between the amount of cash that was delivered and amount debited to Customer Account, for which Customer undertakes to provide a copy of the delivery receipt/ letter acknowledged by the Third Party, to enable the Bank to resolve the matter. Customer understands that the Bank will assist in tracing/resolving such discrepancy, though the Bank will not be liable for any direct and/or incidental loss/delays/damages that the Customer may incur. Any queries regarding Cash Payout service shall be raised by the Customer within two (2) Business Days from the date of cash payout by the Bank.

Cash Collection

SCOPE

Collection of cash by the Bank which includes pick-up of cash from Customer's premises deposit of cash in the Customer Account ('Cash Collection Services').

DEFINITIONS

HCI shall mean a security code card booklet used as a medium of control during the Cash Collection process from Customer's premises.

Seal Bag shall mean a secure bag in which the Third Party shall deposit the cash for secure logistics.

Counting & Verification (C&V) shall mean an add-on service availed by the Customer at an agreed commercial, whereby the cash shall be counted and verified by the Third Party at the Customer's premises.

Service Provider shall mean a Third Party agency appointed by the Bank for providing cash pick up and processing services.

GENERAL TERMS

Obligations of the Customer

- a. The Customer hereby agrees to be bound by the pick-up procedure established by the Bank/it's Service Provider by using HCI exchange process. A HCI booklet, which may be amended from time to time by the Bank or the Service Provider, will be provided to the Customer before the start of the Cash Collection Service. The Bank will not be liable for misuse of Customer's company seal or HCI booklet provided from time to time.
- b. The Customer shall deposit the cash along with completely filled specially designed cash deposit slips provided by the Bank. Utmost care and precaution shall be taken while handing over cash to the Service Provider, which should be done only after proper verification of the HCI and identity card of the Service Provider.
- c. The cash will be segregated by the Customer into bundles in sets of 100 notes per denomination and loose notes up to a total of 100 notes only shall be given in separate sealed envelopes. All bundles prepared by Customer shall have bundling slips, on which Customer will affix its stamp along with the date, name and signature of Customer's official/cashier. Counterfeit notes will not be accepted for deposit. Only legal tenders of denominations as mutually agreed in the pricing proposal shall be accepted.
- d. The cash shall be collected in Seal Bag. The Third Party shall only count the bundles (100 notes per denomination) and any loose notes (which shall not exceed 100 count) shall be deposited into the Seal-Bag. The Customer will need to ensure that the cash is deposited by the Third Party in the Seal Bag and locked in their presence.
- e. The Customer may also choose to avail the C&V service from the Bank. For such cases, the Customer agrees to provide a dedicated and secure area within their premises under CCTV surveillance to enable the Third Party to count and verify the Cash. Verification shall mean determining the notes as either soiled and mutilated and any counterfeit determination shall only be carried out at the Third Party's premises.
- f. In the event that the cash collected through the Service Provider does not tally with the amount credited by the Bank (excluding the charges) to the relevant Customer Account, Customer shall inform the same to the Bank within two (2) Business Days of the cash being collected from the Customer's premises.

- g. In the event of the cash not being accepted by the correspondent bank, due to system issue or link failure or any Force Majeure Event at their end, efforts will be made to handover the cash back to the Customer and the Customer agrees to accept the same along with an acknowledgement.

Counterfeit, Shortages and Mutilated Notes

The determination whether the notes are mutilated/short or counterfeit may be made by the Bank or Third Party as and when the same are received by them at their premises and such determination shall be final and binding upon the Customer. The Customer hereby authorises the Bank to debit Customer Account in recovery for all counterfeits, shortages and mutilated notes that are not accepted by the local clearing house/local bank, upon receipt of any such claim from the Bank or its Third Party. The Customer agrees to follow the Bank prescribed process for such notes as notified by the Bank from time to time. The Customer also agrees to acknowledge the letter(s) sent by the Bank through its Third Party informing about the counterfeit / or any shortage of notes.

Rights and Obligations of the Bank

- a. The Bank shall count and verify each deposit slip and in the event that the cash picked up by the courier does not tally with the credit provided by the Bank, the Bank undertakes to assist on a best efforts basis to identify any discrepancies between the cash picked up and credited to Customer Account, for which Customer undertakes to provide a copy of the deposit slip duly acknowledged by the Third Party, to enable the Bank to resolve the matter. Customer understands that the Bank will assist in tracing/resolving such discrepancy though the Bank will not be liable for incidental loss, delays, damages etc. in any way.
- b. In case of loss or theft of cash in transit, the Bank shall have a right to debit Customer Account immediately in case credit is provided to the Customer. The Bank shall credit the amount, to the Customer Account, as and when it is received from the Third Party, disregarding any lost or stolen cash.

Smartsafe Cash Collection Service

SCOPE

Collection of cash by the Bank which has been deposited by the Customer into the SmartSafe, pick-up of cash from the Customer's offices and depositing them in the Customer Account ('SmartSafe Cash Collection Services').

The SmartSafe Cash Collections Service should be read in conjunction with the Cash Collection T&Cs provided by the Bank.

DEFINITIONS

SmartSafe is the 'Cash Deposit Machine' provided by the Bank and installed at the Customer's premises to enable cash deposition only and excludes all coin deposition.

Transaction Receipt/Log is the cash deposit acknowledgement provided by the SmartSafe, providing the denomination level count and value of Fit Notes. For Unfit Notes, only the count of notes will be provided.

Fit, Unfit and Suspect Notes

Fit Notes – Valid Indian tender currency notes.

Unfit Notes – All such notes which the SmartSafe is unable to identify based on the predefined parameters shall be categorised as Unfit.

Suspect Notes – Invalid tender or counterfeit currency.

GENERAL TERMS

Obligations of the Customer

- a. The Customer will provide the necessary support, facility and infrastructure (like 24x7 CCTV coverage, dedicated area for installation and grouting of SmartSafe machine, network, UPS, physical security, machine upkeep, clearance down-time etc.) for the SmartSafe, the details of which shall be separately provided by the Bank. The Customer shall be responsible for ensuring security of the SmartSafe i.e. protecting the SmartSafe against any theft/misuse, etc.
- b. The cash will be deposited by the Customer into the SmartSafe based on the login access provided by the Third Party. The Customer hereby agrees that access to the machine or cash deposition shall not be extended to any other party other than the authorised employees of the Customer and the Bank/Third Party service providers shall not be held responsible and liable for any loss/dispute arising on account of deposition by any Third Party.
- c. Upon deposit of cash, the SmartSafe will issue a Transaction Receipt to the Customer. The Transaction Receipt/Log should be retained by the Customer for reconciliation against the credit into the Customer's Account and for future reference purpose.
- d. The responsibility of reconciling the credit into the Customer's Account against the cash collected by the Bank or the Third Party shall reside with the Customer.

- e. The Customer hereby agrees to avail the SmartSafe services for a '5' year lock-in period. In the event the Customer decides to discontinue using the SmartSafe services before the lock-in period, the Customer hereby agrees to pay a lock-in fee mutually agreed with the Bank at the time of availing this Service.
- f. In the event any technical issues are encountered with the SmartSafe wherein the Customer is unable to deposit the cash into the SmartSafe, the Customer hereby agrees to allow the Bank to provide the standard Cash Collection Services till the issue gets resolved. During this period the Bank or the Third Party will not be held liable for any loss or damage in case the Customer needs to store the cash overnight in its premises.

Unfit, Counterfeit and Mutilated Notes

The final determination of the Unfit and Suspect Notes shall be carried out by the Bank or correspondent bank and shall be final and binding upon the Customer. Mutilated notes, if deposited into the SmartSafe shall be returned to the Customer. The Customer agrees to follow the process for such notes as will be advised by the Bank from time to time. The Customer also agrees to acknowledge the letter(s) sent by the Bank via its representatives informing about the counterfeit or mutilated notes.

Rights and Obligations of the Bank

The Bank shall count and verify each deposit slip and in the event that the cash picked up by the Third Party does not tally with the credit provided by the Bank in the Customer Account, the Bank undertakes to assist on a best efforts basis to identify any discrepancies between the cash picked up and credit provided to the Customer Account. The Customer undertakes to provide a copy of the deposit slip duly acknowledged by the Third Party along with the SmartSafe Transaction Receipt and Transaction Log to enable the Bank to resolve the matter. The Customer understands that although the Bank will assist in tracing or resolving such discrepancy it will not be liable for any incidental loss, delays, damages, etc. in any manner.

Collection Services

SCOPE

Collection of Instruments or Documents by the Bank or the Third Party from Customer's premises, including deposit and realisation of such Instruments in the Customer Account. ('Collection Services')The Collection Services shall cover Instruments (favouring the Customer and marked 'A/c Payee' only), that are:

- a. Locally payable at specified branch locations of the Bank.
- b. Locally payable at other specified locations.
- c. Outstation instruments payable at specified locations.
- d. Outstation instruments payable at all locations other than (a), (b) and (c) above.

DEFINITIONS

Instrument(s) include cheques, demand drafts, pay orders etc. in Indian currency.

Document(s) include paper based Customer Instructions including but not limited to debit authorisations, service requests, mandate forms, etc.

GENERAL TERMS

Returns

The Bank shall be entitled to debit the Customer's Account for the instrument amount returned unpaid and for the interest recovered at Bank's prevalent MCLR (for one month tenor) plus 400 bps per annum for the period for which the funds were with the Customer. Return instruments shall be returned back to the Customer as per agreed arrangement.

Instrument Lost in Transit

In the event Instrument(s) is/are lost in transit, then the Bank shall debit the Customer for the same if the credit has already been provided to Customer, and Bank's statement intimating the non-receipt/payment of the Instrument(s) will be final and binding. Customer understands that the Bank may assist in tracing the lost Instrument and/or certify the loss and the Bank will not be liable for loss/damages in any way.

Document Lost in Transit

In the event document(s) is/are lost in transit, the Customer shall provide duplicate copies of the same. Customer understands that loss of Documents or delay by Customer to provide duplicate Documents may result in delay or rejection of execution of certain Customer's instructions and the Bank shall not be liable for loss/damages in any way arising from such loss of Document(s).

Line Reversal

During the process of collection, in case provisional credit has been provided by the Bank to Customer and the Bank does not receive a written communication regarding the realisation/return from the correspondent bank(s) or clearing house, the Customer Account will be debited by the Bank for the value of Instruments, which remain outstanding beyond the numbers of days as mutually agreed between the Bank and the Customer from time to time.

Stale Instruments

Instrument(s) which are sent to the Bank for collection may become stale on expiry of three months from the date of issue. Customer agrees that for such stale instruments the Bank shall not be required to take any action, unless a drawee bank certificate/statement confirming a debit to drawer's account, in lieu of the said Instruments sent for collection to the drawee Bank, is provided by the Customer to the Bank.

Post Dated and Pre-Signed Blank Cheque Management Service

SCOPE

Collection of Post Dated Cheques (PDC) and Pre Signed Blank Cheques (PSBC) by the Bank which includes pick-up of Instruments from Customer's premises, safekeeping of the ('PSBCs'), processing of PSBCs for collection of funds.

GENERAL TERMS

Rights and Obligations of the Customer

- a. Customer to ensure that the PDCs and PSBCs delivered for warehousing are validly issued, complete in all material details and aspects and originally payable to Customer.
- b. In order to avail the PDC and PSBC collections, the Customer needs to also avail the Collection Services.

Rights and Obligations of the Bank

The PSBC(s) will be pulled out of the safe custody by the Bank and the Bank will print the appropriate details on each PSBC in accordance with Customer Instructions. Such duly printed PSBC(s) shall then be presented for clearing by the Bank.

Cheque Outsourcing Service (COS)

SCOPE

A service offered either directly by the Bank or its Third Party whereby the Customer can issue Cashier Orders, Demand Drafts or Cheques to its Payors.

DEFINITIONS

COS Service Guide means a document providing an overview of COS.

Payee refers to the person or entity named in an Instrument as the beneficiary of that Instrument.

Unclaimed Paper Instrument means a Cashier's Order or a Demand Draft issued by the Bank which was not presented for payment within a designated period of time.

GENERAL TERMS

General Undertaking From Customer

- a. These T&Cs will be read along with the COS Service Guide and the Customer agrees to abide with it at all times.
- b. Where a Customer's Instruction includes the forwarding or delivery (whether by hand, by post or otherwise) of a Paper Instrument, the Bank shall not be held liable or responsible for any loss, damages, costs or expenses that the Customer or other persons including a Payee of the Paper Instrument, may suffer or incur as a result of the loss of, alteration, amendment or damage to the Paper Instrument after it has left the Bank's control or any delay in the delivery of the Paper Instrument.
- c. In the absence of manifest error, the Bank's accounts and records (or those of our agents) regarding COS shall be conclusive evidence of the matters to which they relate including but without limitation to the following: (a) the Customer's Instructions; (b) any amendment to, replacement of, or cancellation of the Customer's Instructions; (c) the time at which the Customer's Instructions were received by the Bank; and (d) the time at which the related transactions were effected.

Automated Clearing House (ACH) – Debit

SCOPE

Automated Clearing House – Debit or 'ACH-Debit' is a 'pull-based' mechanism for receivables, for collections of periodic and repetitive payments by pre-authorized 'direct debit' to the Payors' accounts.

DEFINITIONS

ACH Mandate

An ACH Mandate is a form to be filled by Payor for subscribing to the ACH Debit facility. This mandate form captures details of the Payor account from which the collections can be pulled, along with other information such as amount, frequency, etc. An ACH Mandate can be provided by the Payor both in physical paper form ('Physical Mandates') as well as in electronic form ('E-mandate').

E-Mandate

An ACH Mandate in the digital/ electronic form is called as E-Mandate. This shall cover the API eMandate (Netbanking and Debit Card variants) and eSign (Aadhaar based variant) as well as any new variant introduced by NPCI from time to time.

NPCI

The National Payments Corporation of India.

GENERAL TERMS

Returns

The Bank shall be entitled to debit the Customer's Account for the transaction amount returned unpaid and the interest will be recovered at Bank's prevalent MCLR (for one month tenor) plus 400 bps per annum for the period the Bank is out of funds in case provisional credit has been provided to the Customer against an ACH Mandate.

Line Reversal

In case the Bank does not receive any communication regarding the status (i.e. realisation/return) of ACH Debit transaction within 2 days and where a provisional credit has been provided to the Customer, then the Bank at its sole discretion may consider this as dishonour of ACH Mandate and debit the Customer Account for the respective ACH Debit transaction(s) and recover interest at Bank's prevalent MCLR (for one month tenor) plus 400 bps per annum for the period Bank is out of funds.

Rights and Obligations of Customer

- a. Customer shall be solely responsible for the authority provided by Payor, and ensuring the accuracy of transaction records and preliminary validation of data as well as issuance of status confirmation to the Payor.
- b. In the event the ACH Mandates are processed by the Bank basis the scanned images received from the Customer, the Customer agrees:
 - i. to maintain the original copies of the ACH Mandates in their custody and produce the same when required by the Bank or any regulatory/local authorities.
 - ii. in case the original ACH Mandates are agreed to be stored by the Bank, the Customer agrees to ensure that original ACH Mandates will be delivered to the Bank as per the agreed timeline and will seek a confirmation from the Bank in this regard.
 - iii. In case the original ACH Mandates stored by the Customer are misplaced or damaged, the Bank shall not be held responsible for any losses, claims or penalty in relation to the same.
- c. In case the original ACH Mandates are required to be stored in the Bank, upon receipt of the same, the Bank will verify the scanned copy of the mandate images with original ACH Mandates. In the event of discrepancies between the original ACH Mandates and the scanned copy of the mandate image, the Bank shall cancel the mandate processed on ACH and process the original ACH Mandates as a fresh mandate. The Bank will not be liable for any loss whatsoever that may be incurred by the Customer on account of such mandate discrepancies.
- d. In case of any claims from the Payor's bank or the Payor, the Customer undertakes to refund the amount credited to the Customer Account under the ACH Debit service and authorises the Bank to debit Customer Account towards the refund to the Payor/Payor's bank. In case of non-availability of balance in the Customer Account, the Customer undertakes to refund the amount immediately by way of funding the Customer Account.
- e. The Customer undertakes:
 - i. to ensure that the ACH Debit File will not contain any cases for which Clients have either withdrawn the ACH Mandate or the ACH Mandate has expired.
 - ii. that the amounts provided in the ACH Debit File are within the agreed limits provided by Clients.

- iii. that the ACH Debit File will be provided for execution/settlement only as per the date stipulated by the clients.
- iv. to abide by the mandate and transaction sharing procedure as prescribed by the Bank from time to time.
- v. to avail the ACH services (Digital initiatives rolled out by NPCI from time to time), the Customer agrees that they will need to get into separate contractual arrangements with either the Banks empanelled Third Party or any other Third Party/Fintech of their choice.

UPI (Unified Payments Interface)

SCOPE

Unified Payments Interface is a payments mechanism provided by NPCI. This arrangement will enable the Customer to send or receive funds through UPI where such transactions are initiated on the Customer Platform or where the transactions are initiated by the Payer for payment to the Customer.

GENERAL DEFINITIONS

NPCI (National Payments Corporation of India)

NPCI is the central body for providing UPI based payments and settlements. Guidelines on UPI will be set by NPCI from time to time which the Bank, Payer Bank, Customer PSPs and the Payer must adhere with.

Bank

This is the Bank where the account of the Customer is held.

Beneficiary Bank

This is the Bank where the account of the beneficiary is held. This bank may be different from the beneficiary PSP.

Beneficiary

Beneficiary is the recipient of funds.

Business Solution Provider – An entity specialised in providing WhatsApp messaging services and related technology solutions.

Ally Partner – An entity specialised in providing IVR technology based offline collections and related solutions.

Payer

Payer is the remitter of funds.

Customer Platform

Shall mean the website, mobile application and/or any other infrastructure with the domain or application name of the Customer or its Service Provider and managed by the Customer or its Service Provider for the sale of its goods and/or services and for the purposes of enabling the Payer and Customers to carry out transactions. It may also include Customer's retail stores where such UPI transactions are initiated on the EDC Terminal.

Service Provider

Any Third Party who is engaged by the Customer to provide a service in relation to, including but not limited for enabling its UPI service or building or managing a platform or providing any front or other back office support in relation to UPI.

GENERAL TERMS

Terms for Customer

- a. The Customer agrees and confirms that the Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; any virus, coding or other error, inaccuracy or any other destructive features in the UPI facility or Bank's software application; sharing of Customer information; interruption or stoppage of the Customer's access to and/or use of the payment gateway services; non-availability of connectivity between the Customer Platform and the Bank's software application, etc.
- b. The Customer shall abide by Applicable Law relating to the provision of the UPI services or transmission of data/information through the UPI software application/facility and ensure there is no breach of security of the Customer Platform, the Bank UPI software application/facility and the link between the Bank and the Customer is maintained at all times during the term of the contractual arrangement between the Customer and the Bank.

- c. In case the Customer wants to avail the Whatsapp UPI Collections or UPI 123 Proposition, the Bank will only be responsible for introducing the Customer to the Business Solution Provider or Ally Partner respectively. The said service will be subject to their applicable terms and conditions and it is its sole responsibility of the Customer to assess and determine for itself its suitability. The commercial arrangement and integration will be directly between the Customer and the Business Solution Provider or the Ally Partner.
- d. The Ally partner will be responsible for the creation of voice journey for collections via IVR mode, IVR no. and merchant code and other setup related to UPI123. The Bank will create the UPI Handle for the Customer to which the collections should be routed.

UPI Deep App Integration

In case the Customer is availing the Deep App Integration solution from the Bank, the following additional terms shall be applicable on the Customer.

SCOPE

In Deep Integration solution, HSBC would be hosting multiple APIs & also provide a SDK which will be embedded within the Customer mobile app or SDK. These APIs will enable end users of the Customer app to pay via UPI.

DEFINITIONS

Authority shall mean NPCI, Reserve Bank of India and/or any other competent authority including any judicial and quasi-judicial body or subdivision or authority of any of the foregoing, in each case in India and that has jurisdiction over a Party.

Confidential Information shall mean the UPI Transaction Data and all information pertaining to UPI infrastructure of NPCI including API, which is disclosed to it as a result of the operation of the Tripartite Agreement, and any information collected and/or generated on the UPI platform.

Tripartite Agreement shall mean the agreement signed by the Bank, Customer and NPCI for availing the UPI Deep App Integration services.

Personal Information shall mean and include but not limited to information of end user/customer relating to his/her name, date of birth, gender, mobile number, e-mail ID, bank account details, Aadhaar and PAN Card details, collected by the Bank or the Customer and the same shall also include such information as regulated and identified as personal information under Applicable Law.

Sensitive Personal data or Information shall mean and include but not limited to such personal data or information which consists of data or information relating to;— (i) password; (ii) financial information such as Bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) Biometric information and the same shall also include such data or information as regulated and identified as sensitive personal data or information under any Applicable Law.

UPI Transaction Data shall mean all the elements in a payment transaction relating to UPI including but not limited to all the passwords, onetime password (OTP), PIN, card details or such other data as specified by NPCI in this regard from time to time.

GENERAL TERMS

Roles and Obligations of the Customer:

- a. The Customer shall store, all payment data, UPI Transaction Data including Personal Information and Sensitive Personal Data and Information collected for the purpose of facilitating UPI transactions, in systems located only in India.
- b. The Customer shall take entire responsibility/liability of participation in UPI, including and not limited to that of any breach in its application/system related to UPI and shall indemnify and keep NPCI and the Bank, its directors, employees, etc. indemnified from any losses, claims or damages resulting from or in connection with its participation in UPI and breach application/system related to UPI.
- c. The Customer shall, together with the Bank, put in place a customer grievance redressal mechanism for UPI Payer on-boarded and or serviced through the Customer. The Customer understands and agrees that the primary responsibility for resolution of complaints/grievances related to the UPI transactions initiated by payers using the app/application of the TPAP/customer shall lie with the Customer. The Customer shall be responsible to clearly provide a facility, within its app (clearly visible), to raise a complaint relating to UPI transactions initiated by the customer on-boarded and or serviced by it. The said complaint shall be forwarded to the Bank, if required, for further timely resolution of such grievances/complaints.
- d. The Customer shall ensure it has the technical expertise, ability, resources and infrastructure to provide services under the UPI platform and to comply with its obligations under the CMS T&C and the Tripartite Agreement.
- e. The Customer shall ensure it is adequately secured to function on the UPI platform.

- f. The Customer shall ensure that would at all times be in compliance to Informational Privacy (as aspect of Right to Privacy), Information Technology Act, 2000, Payment and Settlement System Act, 2007, UPI Procedural Guidelines or any such future law, rules, regulations and guidelines issued by government of India, RBI, any other regulator in India and NPCI from time to time.

Liability

- a. Unless otherwise expressly specified in writing, the UPI platform is provided on an 'as is' basis, without any express or implied warranties in respect thereof. It is hereby mutually agreed between the Parties, under no circumstances shall NPCI and the Bank be liable for any damages whatsoever, whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer and/or by any other person using the UPI platform.
- b. NPCI and the Bank shall not be liable for any unauthorized transactions taking place through the use of UPI platform that arises due to any reason including negligence, fraud by or non-compliance of the CMS T&C or the Tripartite Agreement by the Customer and the Customer hereby fully indemnifies and holds NPCI and the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
- c. The Customer, either directly or through a third party, shall not hold NPCI and the Bank liable and responsible for any failure of computer system, telecommunication network, and other equipment installed at the office of the Customer. NPCI and the Bank shall also not be held liable and responsible for any misuse, mishandling, damage, loss, defects, etc. of the computer system, telecommunication network, and other equipment installed at the office of the Customer.

Indemnification –

- a. The Customer shall indemnify and keep the Bank harmless and indemnified from and against all claims, liabilities, losses, costs, fines, penalties, expenses, taxes, assessment, punitive damages, fees (including advocate's/ attorney's fee), liabilities (including any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding), judgments, awards, assessments, obligations, damages, etc. which NPCI or the Bank may suffer or incur arising out of, or in connection with:
- i. any act, neglect, misrepresentation, negligence, willful misconduct, system failure, default or omission on the part of the Customer, its subsidiaries or any person engaged by the Customer, including but not limited to liabilities arising from non-compliance of standards and guidelines prescribed by NPCI, RBI and any other Authority, from time to time, and for any unauthorized use or disclosure of any Confidential Information including Personal Information and Sensitive Personal Data or Information, by the Customer;
- b. In the event of a third party bringing a claim or action against NPCI or the Bank, in connection with the use of UPI by the Customer, their subsidiaries or any person engaged by the Customer, the Customer shall:
- i. defend and/or assist NPCI and the Bank in defending, at the cost of the Customer, such claims or actions, either in a legal proceeding or otherwise;
- ii. indemnify NPCI and the Bank and keep NPCI and the Bank indemnified and harmless, at all times, against all losses, damages, actions, claims, demands, costs, charges and expenses arising out of or incurred by reason of any infringement of intellectual property rights of any third party by the Customer in connection with the use of the UPI services, at the cost of the Customer, irrespective of whether or not NPCI and the Bank incurs any liability in this regard by virtue of any judgment of a court of competent jurisdiction.
- c. That without prejudice to the rights or remedies whether legal or otherwise available to NPCI or the Bank upon the breach of any of the terms of the Tripartite Agreement, CMS T&C and/or non-compliance of Applicable Laws, by the Customer and/or any person who is not a party to the Tripartite Agreement or the CMS T&C, but using the UPI platform through the Customer, the Customer be liable and shall indemnify and keep indemnified NPCI and the Bank against any loss, damages, actions, claims, demands, costs, charges and expenses suffered by NPCI and the Bank resulting from or in connection with such breach of terms or the Tripartite Agreement, CMS T&C or non-compliance of Applicable Laws.
- d. Customer shall indemnify the Bank regarding settlement as per UPI Procedural Guidelines including any liability arising due to fraud at appropriate intervals.

Representation and Warranties

The Customer hereby represents and warrant to the Bank that during the term of the Tripartite Agreement and CMC T&C, it will ensure punctual performance of each and every obligation and responsibility, pursuant to and in accordance with Applicable Laws and the Tripartite Agreement with amendment, if any by itself and be liable for payment of all sums of money, losses, damage, costs, charges and expenses that may become due and payable to NPCI and the Bank as a consequence of any default in performance or observance by itself.

Consequences of Termination

- a. In the event of termination of the Tripartite Agreement or the CMS T&C for any reason whatsoever:
 - i. Termination shall not affect any accrued rights or obligations of the Parties and the following clauses from the Tripartite Agreement shall survive the termination and be applicable on the Customer as long as the obligations remain under the Tripartite Agreement:
 - Liability in Clause 8 for any disputed transactions
 - Representation and Warranties in Clause 13
 - Intellectual Property Rights in Clause 14
 - Publicity in Clause 15
 - Confidential Information in Clause 16
 - Data Protection, Security and Use of Information in Clause 17
 - ii. Payments made to NPCI under this Agreement will not be refunded in the event of termination.
 - iii. Customer shall be liable for payment of any pending dues.
- b. The termination of this Agreement shall not relieve the Customer of the following:
 - i. To issue notice or suitable communication in a timely manner to its customers on the discontinuation of UPI Payment Services and its impact on them.
 - ii. Liability arising out of any past transactions related to fraud or disputes of any nature routed through customer platform.

Digital Accounts Receivable Tool (DART)

DEFINITIONS

DART Service: The Service under which the Customer and the Buyer will be provided access to the DART Platform whereby (a) the Customer can upload relevant information from Open Invoices on the DART Platform; (b) the Buyer can view such information on the DART Platform and advise the Customer how and when payment of such Open Invoices will be made and (c) the Buyer can choose to pay the Open Invoices through the Designated Payment Channel provided on the DART Platform.

Buyer: An entity to whom the Customer has issued an Open Invoice, and who is nominated by the Customer to access the DART Platform.

DART Platform: A digital accounts receivables tool maintained by the Bank which the Customer and the Buyer may access and use via E-Channels, internet and/or any other electronic media the Bank may permit.

Designated Payment Channel: A payment channel provided by the Payment Aggregator and made available by the Bank on the DART platform. The payment channel supports various payment options, including but not limited to, Unified Payment Interface (UPI), bank transfer and cards (both debit and credit cards) through which the Buyer can make payments to the Customer to settle Open Invoices.

Tracking ID: A unique reference number allocated by the Bank for Open Invoices which the Buyer has expressed their intention to make payment for on the DART Platform, which unique reference number is to be quoted by the Buyer when making payment.

Open Invoice: An invoice issued by the Customer in its capacity as seller of goods or provider of services to the Buyer, for which payment has yet to be received by the Customer from the Buyer.

Invoice Payment Details: Information provided to the Bank on the DART Platform regarding payments expected by the Customer from the Buyer under Open Invoices, and setting out all necessary details to enable the Bank to perform the DART Service and deliver the reports referred to in clause (b), 'Obligations of the Bank'.

Payment Aggregator: An entity which provides payment gateway solutions and settlement services to the Customer for receiving payment for goods and/or services from its Buyer through the Designated Payment Channel.

GENERAL TERMS

Obligations of the Customer

- a. The Customer agrees that if there are any changes to the documents or information provided by the Customer to the Bank in relation to the DART Service (whether in respect of Open Invoices or otherwise), the Customer shall promptly notify the Bank in writing of such change and the Bank shall be given a reasonable opportunity to act thereon.
- b. The Customer acknowledges and agrees that: (i) the Customer is responsible for dealing directly with the Buyer in all matters related to the Buyer's access and use of the DART Platform and, other than the initial invitation e-mail sent by the Bank at the Customer's request to the Buyer to access and use the DART Platform and any reminders sent by the

Bank via the DART Platform to the Buyer to make payment, the Bank shall not deal directly with the Buyer and shall not be obliged to provide any technical or user support to the Buyer in relation to the DART Platform; (ii) any dispute between the Customer and a Buyer whether arising out of the Open Invoices or otherwise shall be resolved by the Customer directly with the Buyer, and the Bank shall not be involved in any manner whatsoever.

- c. In connection with the Designated Payment Channel, the Customer acknowledges and agrees that:
 - i. the Designated Payment Channel is provided by the Payment Aggregator and the availability of the Designated Payment Channel on the DART Platform is dependent on uninterrupted services by the Payment Aggregator;
 - ii. the Bank's sole responsibility in relation to the Designated Payment Channel is to integrate the Designated Payment Channel with the DART Platform so the Designated Payment Channel is accessible from the DART Platform; and
 - iii. if the Buyer elects to pay an Open Invoice through the Designated Payment Channel, the Buyer will be directed to a payment website maintained by the Payment Aggregator and any information inputted by the Buyer on the payment website is not stored by the Bank.
- d. The Customer consents and shall obtain all necessary authorisation and consents required from time to time to permit:
 - i. the Bank to transfer, disclose, use, process and/or store all invoice related data or any other data related to the Customer or a Buyer in connection with the provision of the DART Service (including, but not limited to, the Bank's transfer and disclosure of such data to a member of the HSBC group, the Payment Aggregator or any other recipient (who may also process, transfer and disclose such data in connection with the provision of the DART Services), wherever such HSBC group member, the Payment Aggregator or recipient may be located); and
 - ii. the Payment Aggregator to transfer, disclose all data relating to payments made by a Buyer to the Customer via the Designated Payment Channel to the Bank.
- e. Without prejudice to the Limitation of Liability clause in the General Terms, the Customer acknowledges and agrees that the Bank will not be held liable for any direct, indirect or consequential loss, damage, claim or penalty arising due to any acts or omissions of:
 - i. the Buyer (including, but not limited to, quoting an incorrect Tracking ID when making payment) or
 - ii. the Payment Aggregator.
- f. At the Customer's request, the Bank may display the Customer's corporate logo(s) on the DART Platform for the purpose of enabling the Buyer to identify the Customer.
- g. The Customer acknowledges and agrees that the Bank shall be entitled to suspend or terminate the Buyer's access and use of the DART Platform at any time without giving the Customer and the Buyer any prior notice.

Obligations of the Bank

- a. The Bank shall keep the Customer informed in case the DART Platform is unavailable for whatever reason, in order for the Customer and the Bank to take remedial or alternate steps.
- b. Based on the Invoice Payment Details received by the Bank along with the Tracking ID, the Bank shall produce a report and make it available to the Customer through E-Channels. The Bank shall not be obliged to verify the correctness, accuracy or completeness of any part of the Invoice Payment Details received by the Bank.

Omni Collect (Internet Payment Gateway)

SCOPE

'Internet Payment Gateway' is a solution that allows Customers to provide multiple payment options to their Payors and gives Customers a comprehensive view of their collections across different channels including bank transfers, card payments and e-wallet transactions. A single API connectivity with the Bank supports both in-store and online purchases across multiple service providers and payments are consolidated into one centralised account.

In order to avail the Internet Payment Gateway services along with signing these T&C's, the Customer will also be required to execute a bilateral agreement with the Service Provider detailing its scope of its services.

DEFINITIONS

'**Service Provider**' means a Third Party who offers inter alia internet payment gateway solutions to various businesses/ organisations, for receiving payment for goods and/or services from each Payor.

'**Internet Payment Gateway**' shall have the meaning ascribed in the scope section.

'**Service Fee**' shall mean the fee charged by Service Provider for providing its services. The Service Fee shall be inclusive of transaction processing charges, bank cost, technology fee and the fee for various value added services provided by Service Provider.

'**Software Application**' shall mean the software application which hosts the Internet Payment Gateway solution developed by the Service Provider.

'**Customer Site**' shall mean the active website bearing the domain name [•] and/or the mobile application, the contents of which are controlled, operated and owned by the Customer and established for the purposes of enabling the Payor to view products and carry out Transactions for purchase of products, offered on the website or mobile application through which the Payor can make payments for products purchased from the Customer.

'**Transaction**' shall mean every payments request/order placed by the Payor on the Customer Site for purchasing products from the Customer.

GENERAL TERMS

Role of the Bank

The Bank's sole responsibility in relation to the Internet Payment Gateway and under this T&C's is:

- a. to integrate the Software Application with the Customer Site using the Bank's API;
- b. transmit the Transaction information to the Service Provider, after receiving it from the Customer Site ; and
- c. provide daily consolidated reports to the Customer basis the Transaction information shared by Service Provider.

Connectivity and integrity of Hotlink

- a. The Parties shall work together to link the Software Application with the Customer Site, for the purpose of connecting the Customer Site with the Internet Payment Gateway. The Parties agrees to be responsible at its own costs and for providing and maintaining all necessary equipment, software and facilities at its end so as to connect the Customer Site to the Software Application. Each Party shall cooperate with the other Party and render assistance to it for connecting the respective software systems of the Parties.
- b. The Parties shall mutually work upon developing and implementing various mechanisms for security during transmission of data in the course of providing services to the Payors.
- c. The Customer shall take all such precautions and measures as may be directed by Service Provider and the Bank to ensure that there is no breach of security and the integrity of the link between the Customer Site and the Internet Payment Gateway ('Hotlink') is maintained. The Customer shall ensure that all Payors upon accessing the Hotlink are properly directed to the Internet Payment Gateway. The Customer shall ensure that there are proper encryption and robust security measures to prevent any hacking into the information of the Payors and other data. In addition to the above, the Customer shall also comply with security practices and procedures as prescribed in the Information Technology Act, 2000 and the rules made thereunder and/or the RBI rules and Regulations.
- d. Without prejudice to the generality of the aforesaid, Customer shall routinely and at such time intervals as may be specified by the Bank check the integrity of the Hotlink.

Customer Representations and Warranties

The Customer makes the following representations and warranties to the Bank:

- a. its entry into and performance of and the Transactions contemplated by this T&Cs and the Internet Payment Gateway do not conflict with any Applicable Law, its constitutional documents and any judgment, order, authorisation, agreement, instrument or obligation binding upon it or any of its assets;
- b. all license, approval, consent or authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in this T&Cs, for it to carry out its business and participate in the Internet Payment Gateway have been obtained and effected and are in full force and effect;
- c. each Transaction contemplated by this T&Cs and any information, request and instruction issued by it to the Bank under the Internet Payment Gateway are actions on its own behalf (and not on behalf of any other person) and are duly authorised;
- d. the Customer is engaged in a lawful business that includes the sale of goods and/or services, and duly licenses to conduct such business under laws of all jurisdictions in which the Customer conducts business; and
- e. all goods and/or services, which the Customer to receive the payments hereunder are not goods and/or services prohibited by law and good morals or that would expose the Bank's image to any risk.

Covenants

The Customer makes the following covenants to the Bank:

- a. In the event any Payor complaints or is dissatisfied with any product, the Customer shall take such measures as may be required to resolve the same at its sole cost and expenses. The Bank shall have no obligations in this regard.
- b. The Customer hereby agrees that it shall bear and be responsible for the payment of all relevant taxes, surcharge, levies etc. (including withholding taxes) in relation to the Services provided under this T&Cs.

- c. The Customer shall be responsible to resolve all Cardholder/Payor account holder disputes and provide whatever assistance necessary to assist the Service Provider and other parties to deal with all cardholder/Payor Accountholder disputes at its own cost. The Bank shall have no obligations in this regard.
- d. The Customer shall maintain and run the Customer Site as a part of its business and shall ensure that the Customer Site does not contain libelous, defamatory, obscene, pornographic or profane material or any instructions that may cause harm to the Bank and/or any other third party.
- e. The Customer consents and shall obtain all necessary authorisation and consents required from time to time to permit:
 - i. the Bank to transfer, disclose, use, process and/or store all Transaction data/information related to the Customer and/or the Payor in connection with the provision of the Internet Payment Gateway (including, but not limited to, the Bank's transfer and disclosure of such data to a member of the HSBC group, the Service Provider or any other recipient (who may also process, transfer and disclose such data in connection with the provision of Services under this T&C's), wherever such HSBC group member, the Service Provider or recipient may be located; and
 - ii. the Service Provider to transfer, disclose all Transaction data/information relating to Transaction made by the Payor to the Bank.
- f. The Internet Payment Gateway is provided by the Service Provider and its availability is dependent on uninterrupted services by the Service Provider and the Bank shall not be involved in any dispute between the Customer, Service Provider for non-availability of Internet Payment Gateway or for any other reason system related issue.
- g. The Customer shall ensure to keep confidential, all information submitted by the Payor on the Customer Site. The Payor shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to interests of the Payor. The Customer shall use the Payor data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party. The Customer shall ensure that necessary consent from each Payor are in place for sharing, processing and transfer of their information with the Service Provider and the Bank. The Customer shall be liable to comply with existing data privacy regulations from time to time.

Use of Intellectual Property Rights

- a. The Customer hereby grants to the Bank a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Customer solely in connection with the marketing of the Services to the public. The Customer hereby confirms that it has the requisite right to use the said marks and logos and to grant permission to use the same by the Bank as stated above. The Merchant shall retain all intellectual property rights in such marks.
- b. The Customer shall prominently display, on the Customer Site and in other online marketing materials if so requested, a statement/logo/image provided and approved by the Service Provider and the Bank relating to the Internet Payment Gateway services.
- c. Nothing contained herein shall authorise the Customer to use, display and reproduce the trademarks, service marks and logos or in any manner exploit the intellectual property rights of the Bank without prior written consent of the Bank and the usage shall be in compliance with the such prior written approval and policies as may be notified from time to time by the respective entities.

Fees

Referral fees: The Customer acknowledges that there may be a revenue sharing arrangement between Service Provider and the Bank for referring the Customer depending on the Service Fee (TDR) proposed by Service Provider and agreed by the Customer.

Termination

In addition to the aforesaid 'Termination' provisions, the Bank shall also be entitled at its option, to immediately terminate this T&Cs by giving a notice in that behalf, to the Customer on the happening of any of the following events:

- a. There is any change in applicable law which prevents the continuing of the arrangement under this Agreement.
- b. If an event of any Force Majeure conditions continuing for a period in excess of two months.
- c. If a Party engages in fraud or other illegal or unethical activities.

Indemnity

Notwithstanding what is contained herein, the Customer hereby undertakes and agrees to indemnify, defend and hold harmless the Bank including their officers, directors and agents from and against all actions, proceedings, claims (including third party claims), liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of:

- a. breach or non-performance by the Customer of any of its undertakings, warranties, covenants, declarations or obligations under this T&Cs;
- b. breach of confidentiality and intellectual property rights obligations by the Customer;
- c. any claim or proceeding brought by the Payor or any third party against the Bank in respect of any products or services offered by the Customer;
- d. any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by the Customer, its employees, contractors, agents, Payor or any third party;
- e. any hacking or lapse in security of the Customer Site or the Transaction data;
- f. any fines, penalties or interest imposed directly or indirectly on the Bank on account of Customer's or Transactions conducted through Customer Site under these T&Cs.