

Preamble

Whereas the Customer wishes to deal with Qatar National Bank (S.A.Q) in order to open an Account and utilize its banking services ("Facilities"). The two parties have agreed that these terms and conditions and provisions hereunder shall be construed in accordance with the Memorandum and internal Articles of Associations of the Bank and its regulations and policies as well as the instructions of the Reserve Bank of India. The Customer unconditionally accepts and agrees to comply with and be bound by the following general terms and conditions.

Definitions

The following words wherever stated have the meanings assigned to them respectively:

Affiliate: means, with respect to any party, any person which, directly or indirectly, (a) controls such party, (b) is controlled by such party, (c) is under common control with such party.

Account: shall mean all existing, new and future Savings Account, Current Account or Fixed Deposit Account opened by the Customer with the Bank on acceptance of these terms and conditions and would be a domestic liability account offered by the Bank, as more particularly described in the Account opening documents.

Account Transactions: shall mean any or all of the following transactions on the Account performed by using the Debit Card:

- a) withdrawal of cash from an ATM;
- b) obtaining Account information from an ATM;
- c) changing of the ATM Code using an ATM;
- d) deposit of cash/cheques or other financial instruments through a Device/Depository; and
- e) transactions at Merchant Establishments subject to available funds in the Account using EDC(s) or online.

ATM: means any automated teller machine whether of the Bank or a shared network, at which, amongst other things, the Customer can use the Debit Card issued, to perform Account Transactions.

Authorized Signatory: means the person(s) appointed by the Customer for the purpose of giving instructions to the Bank on behalf of the Customer.

The Bank: Qatar National Bank (S.A.Q)

The Customer: refers to the person or person(s) whose details are more particularly set out in the Account opening documents and includes natural persons, juristic persons, partnership firms, limited liability partnerships, proprietorship firms, association of persons, HUF (Hindu Undivided Family), company, co-operative society, charitable society or trust, including a government or political subdivision or an agency or instrumentality thereof or any person seeking banking services from the Bank and includes both singular and plural, for purposes of reference to joint account holders, individually and collectively.

Customer Affiliate: means any entity, present or future, that directly or indirectly controls or is controlled by the Customer.

Current Account: means a form of demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or up to a particular agreed amount and shall also be deemed to include other deposit accounts which are neither savings deposit nor term deposit.

Confidential Information: means information relating to the Customer, a related party, a Customer Affiliate or their respective representatives received by the Bank or its Affiliates and their respective representatives in the course of providing the banking services to the Customer, including Customer Personal Data, Customer's Account details, transactional information, and any other information either designated by the Customer as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary in nature.

Customer Personal Data: means personal data received by the Bank from the Customer, Customer Affiliates or their respective representatives in the course of providing Accounts and facilities to the Customer. Customer Personal Data may include names, contact details, identification and verification information, voiceprints, bank account and transactional information, to the extent that these amount to personal data under applicable local law.

Debit Card: means the Debit Card issued by the Bank to the Customer, which, either in conjunction with the PIN/One Time Password and/or Aadhaar based Biometric authentication or on authentication of the Customer's signature, will allow the Customer to perform transactions.

Depository: means any machine/device whether in India or overseas, whether of the Bank or of a shared network, at which, amongst other things, the Customer can deposit funds to be credited to the Account.

Device(s): shall mean any and all of the following devices:

- a) ATM;
- b) Depository;
- c) EDC;
- d) POS; and
- e) Any other devices (whether of the Bank or shared networks of other banks and institutions) as are subsequently intimated to the Customer as being able to support Account Transactions.

EDC: means any electronic data capture terminal, whether of the Bank or a shared network, at which, amongst other things, the Customer can use the Debit Card to access funds in the Account.

Law or Regulation: includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorization, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time.

Merchant Establishment: shall mean establishments which honour Debit Cards issued by the Bank and may include among others, stores, shops, restaurants, hotels, airline organizations and mail order advertisers (whether retailers, distributors or manufacturers), eCommerce sites.

PIN: means the confidential personal identification number, allocated to each the Customer who holds a Debit Card by the Bank or, as subsequently chosen by the Customer of the ATM/Debit Card from time to time, in relation to each Debit Card.

POS: means Point of Sale terminals whether in India or overseas, whether of the Bank or a shared network, at which, amongst other things, the Customer can utilize the Debit Card to access funds in the Account.

Reserve Bank of India/RBI: means the Reserve Bank of India established under the Reserve Bank of India Act, 1934.

Savings Account: means a form of demand deposit which is a deposit account whether designated "Savings Account", "Savings Bank Account", "Savings Deposit Account" or other account by whatever name called which is subject to the restrictions as to the number of withdrawals as also the amounts of withdrawals permitted by the Bank during any specified period.

Website: shall mean the web-site bearing URL qnb.com/India the content of which is owned and controlled by the Bank.

I. General Terms and Conditions

1. Account Opening

- a) Individual Account can be opened in the name of one person or jointly in the names of two or more persons. Personal accounts shall not be used for commercial purposes. In case this undertaking is breached, the Bank may close the account

and report the violation to the concerned regulatory authority. All the Accounts maintained in the name of an individual shall be operated solely by the individual or by the power of attorney holder of such an individual registered with the Bank.

- b) The Customer agrees that the Power of Attorney holder may give instructions, including but not limited to, the operation or closure of the Account or for any withdrawal of any of the Facilities. The Customer agrees and undertakes to keep the Bank informed of any revocation of any Power of Attorney issued by the Customer, failing which the Customer agrees and confirms not to hold the Bank liable for any loss or damage that may be caused as a result of the Bank acting or carrying out any instructions given by such Power of Attorney holder.
- c) Account can be opened in the name of corporate, legal entities such as establishments, companies, sole proprietorships, limited liability partnerships, and societies on submission of documentation to the satisfaction of the Bank.
- d) The Customer agrees that the opening and maintenance of the Account is subject to the rules and regulations introduced or amended from time to time by the RBI or any other regulatory body. The Customer agrees that the Bank before opening any Account, will carry out a Customer due diligence as required under the Know Your Customer ("KYC") guidelines of the Bank which is required under the Prevention of Money Laundering Act, 2002. The Customer would be required to submit necessary documents or proofs, such as identity, address, signature, photograph and any such information to meet with KYC, Anti-Money Laundering ("AML"), Combating Financing of Terrorism ("CFT") or other statutory/regulatory requirements. Further, after the Account is opened, in compliance with the extant regulatory guidelines, the Customer agrees to submit the above documents again at periodic intervals, as may be required by the Bank.

2. Base Account Number

The Bank shall assign a base account number for each Customer to proceed with all transactions with the Bank. The base account number is used to group the Customer's various account types.

3. Specimen Signature

The specimen signature of the Customer, registered with the Bank, shall be deemed as the basis for dealing with the Customer's Accounts and shall remain effective unless amended or cancelled, such amendment or cancellation shall be valid only on the next working day following the day of receipt of such instructions by the Bank.

4. Deposits and Drawings

- a) Customer may carry out all transactions with any of the Bank's branches. Deposit receipt tickets for deposits made into the Account will be validated by the Bank's machine stamp or initials of the Bank's authorized persons.
- b) Bank will accept the deposits from the Customer in cash or by the customary banking practices. Deposits by into the Customer's account may be accepted without any responsibility to the Bank.
- c) Withdrawal can be made by the Account holder or by an Authorized Signatory who can be appointed after completing the required documents prepared by the Bank. Cash withdrawals from either Savings Account or Call Deposit accounts shall be done by using the Bank's forms. Current Account cash withdrawals shall be done by using cheques issued by the Bank or the Debit Card.
- d) Customers who are unable to sign their name (blind/illiterate customers) should produce a proper identification acceptable to the Bank to perform the transaction before the concerned Bank official by using the fingerprint and stamp (if any) before withdrawing any amount (applicable to Individual Account only). For the protection of the blind/illiterate customers, the Bank will not issue a Cheque Book or Debit Card for them except through an authorized agent. The Customer shall only deposit into the Account monies which the Customer is legally entitled to deposit. The Customer understands and acknowledges that the Bank is entitled to information with regard to the source of any monies being deposited in the Account and the Customer shall, upon demand, without demur or dispute, inform the Bank of any such source of monies. In case of any cash deposits to be made in the Account exceeding Rupees Fifty Thousand only (Rs. 50,000) or any other amount, in line with the requirements of the Income Tax Act, 1961 the Customer making such deposit shall be required to provide PAN. Further, it is agreed that the Customer shall under no circumstances indulge in any scheme for making remittance towards participation in lottery, money circulation schemes, other fictitious offers of funds, etc. and the

Customer acknowledges and understands that collecting and effecting/remitting such payments directly/indirectly outside India would make it liable to be proceeded against for contravention of the Foreign Exchange Management Act, 1999 besides being liable for violation of regulations relating to KYC norms/AML standards.

5. Cheque Book Facility and Cheque Deposits

Cheque book facility may be provided to the Customer for making withdrawals of funds/making payments from the Account. The cheque book facility will be provided at the discretion of the Bank and may be withdrawn if the facility is not used in accordance with Bank terms and conditions. In this regard particular mention is made of the Bank's right to withdraw the cheque book facility if cheques issued by the Customer on the Account are frequently dishonoured due to insufficient funds being maintained in the Account. Frequent dishonour of cheques issued on the Account due to insufficient funds being maintained in the Account may also result in closure of the Account by the Bank. The Bank's decision in this regard shall be final. The Bank will incur no liability or responsibility for making this decision.

The Customer shall bear full responsibility of any cheque book issued. Cheques should not be given to third party to use, and the Bank should be informed immediately upon the loss or theft of cheque book, otherwise the Customer shall bear the consequences in case of misuse. The Bank has the right to refuse issuing a cheque book to the Customer, without giving any reason.

If a cheque credited to the Account is subsequently dishonoured, the amount thereof will be debited to the Account and the cheque returned to the Customer at its last known mailing address as per the Bank's records (subject to these terms and conditions) and the Bank will levy applicable service charges. In the event the amount in the Account is not sufficient, the Bank shall be entitled to recover the same from any other account of the Customer, held with the Bank, along with interest levied at the prevailing commercial rate on such funds used by the Customer and for the period used.

6. Collection and Remittances

- a) Cheques/dividends/warrants/bonds/drafts drawn to the order of the Customer and deposited in the Account shall be accepted as collection items, unless agreed otherwise by the Bank and in accordance with the banking practices prevailing. The Bank has the right to reject cheques, drafts or any other securities drawn to the order of a third party. The Bank maintains the right to debit any Account with any unpaid and non-collected items in addition to the Bank's charges, without assuming any responsibility in case of non-collection of such items.
- b) Withdrawals against cheques under collection shall only be allowed after their actual realisation.
- c) The Bank shall pay the actual value of drafts and cheques received in favour of the Customer after deducting the banking commissions and charges.
- d) The Customer agrees that purchase by the Bank of a draft (in foreign currency) issued previously by the Bank at the request of the Customer, shall be at the discretion of the Bank and at the exchange rate determined by the Bank after deducting the commissions and charges of the Bank.
- e) The Bank shall credit all the inward remittances and drafts of the Customer in the Customer's accounts in the currency of such accounts unless the Bank receives instructions contrary thereto from the Customer, and the deposit shall be at the exchange rate prevailing on the same day of deposits.
- f) The Bank shall have the right to reject to pay any draft or transfer if the name of the beneficiary and/or their account number does not match the Bank's records or for such related reasons in the opinion of the Bank.
- g) All the transfers effected by the Bank according to the Customer's instructions shall be at the Customer's expense and responsibility, and the Bank shall not be responsible if the amounts credited to the Customer or beneficiary accounts are reduced due to the charges or decline in value and the Bank shall not be responsible if the Customer or beneficiary was unable to encash the funds on account of any restrictions issued by the concerned authorities.
- h) The Bank and its correspondents are not liable for the consequences of any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise from and against any loss which may be incurred in retaining the funds should the Bank or its correspondents deem such retention

expedient pending confirmation of the identity of any person or of the above instructions by a letter or otherwise.

- i) Should all or any of these transfers be unpaid and refunded to the Bank, the Customer can only claim the value thereof at the exchange rate determined by the Bank when the refund takes place. The refund cannot be effected until the Bank has received definite advice from its correspondents that the funds are unpaid and that the original instructions have been cancelled.
- j) Transfer requests that are submitted by Customers are based on their own desire and the Customer confirms that the recipient is known to them under their full responsibility without personal responsibility towards the Bank.
- k) Should all or any of these transfers be unpaid and refunded to the Bank, the Customer can only reclaim the value thereof at the buying rate of the day when the refund takes place. The refund cannot be effected until the Bank has received definite advice from their correspondents that the funds are unpaid and that the original instructions have been cancelled.
- l) The Customer should release and indemnify the Bank and their correspondents from and against the consequences of any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise, and from and against any loss which the Bank may incur through any correspondents retaining the funds with the Bank or its correspondents for any reasons, should the Bank or its correspondents deem such retention expedient pending confirmation of the identity of any person or instruction or according to a court order, or regulators instructions or otherwise.
- m) For remittance, unpaid to the beneficiary and returned unpaid, the Bank will make every effort to refund the applicant, however if the Bank is unable to do so for whatever reason then the amount will be classified as unclaimed.
- n) The Bank shall not be liable to pay the remittance amount after it has been transferred as per the requirement of the RBI regulations, instructions and laws.
- o) The origin of the transferred fund is from legitimate sources and is not related to any money laundering and terrorism financing activities, under the Customer's full responsibility, without any obligation on the Bank or its correspondents.

7. ATM/Debit Card

- a) The Customer has applied for the issue of a Debit Card linked to the Account and the terms and conditions appearing in this section apply to all transactions involving use of the Debit Card. The Customer understands and agrees that the availing and use of the Debit Card will be deemed acceptance of relevant and applicable terms and conditions and the Customer agrees to be unconditionally bound by the same.
- b) On the request of the Customer, the Bank shall, at its sole discretion, issue to each Customer, a Debit Card. The Debit Card is not transferable. The Customer may use the Debit Card to carry out Account Transactions at any Device. To enable such use, a PIN will be issued to each Customer. The Customer may choose to generate his/her own PIN. The Customer would also be able to make the transaction by placing his signature on the charge slip generated by the EDC. This PIN shall be pre-encoded on the Debit Card prior to its delivery to the Customer. The PIN may subsequently be changed by the Customer, at the risk of the Customer, at any Device that supports and facilitates such change.
- c) Customers who do not want a Debit Card accept that without a Debit Card, they will not have access to the banking facilities for which Debit Card details, including PIN, are required. They also acknowledge that they do not wish to avail the facility.
- d) The security of the PIN is paramount and the Customer undertakes to keep it confidential and not reveal it to any third party. The Customer will ensure that he/she:
 - i. does not disclose the PIN to any person, under any circumstances whatsoever and shall prevent anyone seeing the PIN being entered into any Device and shall take all possible care to prevent its discovery by any person;
 - ii. shall not write or indicate the PIN on the Debit Card or keep a record of the PIN in any manner;
 - iii. shall not retain any physical noting of the PIN in any manner such that any person is able to access the same;
 - iv. shall observe all precautions as indicated on the cover/letter/envelope within which the PIN is delivered.

- e) The Customer shall be solely liable for any losses, damages, costs, charges or expenses including those that may be incurred/suffered by the Bank as a result of misuse and/or fraudulent/unauthorized use of the Debit Card and/or the PIN. If the Customer fails to observe these security requirements and allows compromise of the PIN, the Customer shall be responsible and liable for any consequences arising therefrom.
- f) The use of the Debit Card shall automatically stand terminated in case the Account is closed permanently or is temporarily non-operational or services in the Account are withdrawn permanently or temporarily for any reason whatsoever.
- g) Without prejudice to the Bank's right to cancel, suspend or terminate the use of the Debit Card at its own discretion, the Customer may voluntarily request the Bank to cancel the Debit Card by blocking the Debit Card, cutting the Debit Card in half and returning the same to the Bank for cancellation. Upon receipt of advice/instructions from the Customer, the Bank shall cancel the Debit Card and PIN. After cancellation, the Debit Card and PIN should not be used again even if subsequently found.
- h) The Customer shall inform the Bank as soon as the Customer has reason to apprehend that the Debit Card has been or may be misused, lost or stolen or that the PIN has become known to anyone. The Bank will not be liable for any loss by the misuse of the Debit Card prior to the Debit Card being reported as lost/stolen by the Customer. Upon receipt of advice/instructions from the Customer, the Bank shall cancel the Debit Card and PIN. After cancellation, the Debit Card and PIN should not be used again even if subsequently found. Provided that, in case of misuse, loss or theft of the Debit Card or disclosure of the PIN to/access to the Debit Card and/or PIN by any person, the Customer must immediately inform the Bank and also file an FIR with the local police and send a copy thereafter to the Bank. The Customer shall be liable for all charges incurred on the Debit Card/PIN, till the Debit Card/PIN is reported lost to the Bank by the Customer and usage on the same is suspended as a result of such reporting. The Bank may, without referring or issuing notice to the Customer, give the police or other relevant authorities any information about the loss or theft of the Debit Card/PIN. Further a copy of the written confirmation of the misuse, loss or theft of the Debit Card or disclosure of the PIN to/access to the PIN by any third-party along with a copy of the police report shall be submitted to the Bank. The Bank shall not at all be liable for, and for the consequences of, any misuse of the Debit Card and/or PIN under any circumstances and/or at any time, whatsoever. Any replacement Debit Card and PIN subsequently issued by the Bank, at application therefore by the Customer, shall be governed by these terms and conditions.
- i) The use of the Debit Card is subject to the holding of appropriate credit balance in the Account. The facility of cash withdrawal through the Debit Card is made available by the Bank on a best effort basis and the Customer agrees that he will not hold the Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Customer to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.
- j) The Customer hereby irrevocably authorizes the Bank to process any and all Account Transactions whether the same have been performed bonafide or otherwise and by the Customer or by any joint holder of the Account or any other party whatsoever. The Customer undertakes to comply with all applicable laws/procedures while availing of/utilizing the Debit Card.
- k) The Customer accepts full responsibility and liability in all circumstances for Account Transactions performed on any Device through the Debit Card, whether or not such an Account Transaction is processed with the knowledge of the Customer. Any instruction given in respect of the Debit Card shall be irrevocable. The Customer hereby authorizes the Bank to debit the Account with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of any Debit Card in accordance with the Bank's record of transactions, which the Customer agrees to accept as final and conclusive.
- l) The Customer understands and agrees that:
 - i. The Customer shall not hold the Bank liable for acting on and pursuant to Account Transactions with the Debit Card.
 - ii. The Bank shall, in its sole discretion, without assigning any reason whatsoever, be entitled to withdraw, discontinue,

- cancel, suspend or terminate the facility to use the Debit Card and/or services related to it and shall not be liable for any loss or damage suffered or claimed by the Customer resulting in any way from such action. Such action may be immediate and without prior notice should the circumstances, in the view of the Bank, warrant the same.
- iii. Without prejudice to the Bank's inability to monitor the use of, or the nature of Account Transactions performed on the Debit Card, the Bank may, at its sole discretion but without any obligation, liability or responsibility in this regard, decide not to carry out any such instructions where the Bank has reason to believe that the instructions are not genuine or are such as to raise a doubt or are otherwise improper and cannot be put into effect for any reasons whatsoever.
 - iv. The Bank may, at its sole discretion, video tape or record on camera the Customer's access/presence/use of the Bank's facilities at premises/machines/equipment of the Bank and/or any shared network and the Customer understands and accepts that the Bank may rely on footage of such clipping as evidence in any proceedings.
 - v. Account Transactions initiated by the Customer will be completed only if the funds are clear and sufficient to meet the transaction amount in full including any applicable charges/fees, etc. The amount of each completed transaction will be immediately debited from the Account.
 - vi. If any instruction given by the Customer is capable of being executed by the Bank in more ways than one, the Bank may execute such instruction in any one of such ways, at its sole discretion.
 - vii. The Bank shall not be liable for any failure to provide the facility of Debit Card for any reason whatsoever including, but not limited to, on account of any electronic or other systems or systems related failure, disruption, force majeure or other circumstance outside the control of the Bank.
 - viii. The Customer shall ensure that all Account Transactions initiated by the Debit Card are properly terminated so as not to allow any other person to transact on the Account.
 - ix. The Customer further agrees and acknowledges that the Bank shall not, in any manner, be held liable or responsible for any loss, damage or injury whatsoever suffered by the Customer, directly or indirectly, by use or non-use of products/services under an offer. Without prejudice to the foregoing, an offer may be terminated/withdrawn/amended by the Bank without any prior notice. The Bank shall not be under any obligation to continue an offer after the offer termination date as notified by the Merchant Establishment or as subsequently changed by the Bank, as the case may be. Further, the Bank reserves the right, at any time during an offer, with prior notice, to add/alter/change/modify the terms and conditions of an offer or to replace, wholly or in part, an offer with another offer, similar or otherwise.
- m) The Bank reserves the right to limit the minimum and/or maximum aggregate amount of the Account Transactions per day and such limits being further subject to availability of clear funds in the Account. The Customer acknowledges and understands that daily minimum and/or maximum transaction limits apply to all Devices (within India and outside India) and may vary between different Devices belonging to different shared networks. The Customer will also be allowed to set his/her own limits upto the overall maximum limits set by the Bank. The Bank shall not be liable or responsible for any loss or inconvenience the Customer may suffer due to lack of uniformity in these limits for transactions through different ATMs/networks.
 - n) The amount of cash/or other instrument deposited by the Customer through a ATM for credit to the Account, shall be verified by two authorized representatives of the Bank. The Customer understands and agrees that the amount ascertained on verification by the authorized representatives shall be deemed to be the correct amount deposited by the Customer, irrespective of the amount mentioned on the receipt generated by the Device at the time of making the deposit.
 - o) Use of the Debit Card at any Device may entail a service charge and/or transaction fee and or processing and/or conversion fee and an annual fee being levied on the Account, as may be prescribed by the Bank from time to time. Any charges/fees/conversions charges levied for transactions on the Debit Card shall be debited to the Account and the Customer shall be solely liable for payment of the same. Any change in such charges/fees would be intimated through Bank's Website from time to time.
- p) While advance notice of maintenance work likely to affect the usage of the Debit Card may be given on a best efforts basis, the Bank reserves the right to suspend access to any Device or the provision of all or any of the services relating to the Debit Card, at any time, if the Bank deems it necessary to do so.
 - q) The Bank may, in its sole discretion, at the request of the Customer, issue a replacement Debit Card with a new PIN for any lost or stolen Debit Card or a new or same PIN on such terms and conditions as the Bank may deem fit. In any event, unless otherwise specified by the Bank in writing, any replacement Debit Card and PIN issued by the Bank shall be governed by the terms and conditions.
 - r) Customers who wish to activate their Debit Cards for international use accept that the Bank has enabled their cards upon their specific request and the Bank shall not be held responsible for the same. The Bank at any point of time may, at its sole discretion, discontinue International usage of the Debit Card linked to this account with prior intimation. That they shall use the Debit Card for foreign currency withdrawals and transactions only for private visit abroad under the provisions of FEMA, 1999 or such amended scheme of the RBI as may be made applicable from time to time, and not for any other reasons and hereby agree and confirm that usage outside India would be subject to regulatory and legal restrictions and exchange control laws and limitations as may be applicable from time to time in both the country where the transaction is performed as also in India. The Customer understands and acknowledges that any and all other limits and/or restrictions imposed on the Account, the Facilities and Debit Card shall apply in addition to and not in derogation of the limit imposed for foreign currency withdrawals and transactions towards private visit abroad.
 - s) Utilization of the Card shall be in strict accordance with the Exchange Control Regulations of RBI issued from time to time. In the event of non-compliance by the Customer with the same, the Customer shall be liable for action under the FEMA, 1999 and any other law and/or regulation in force from time to time relating to foreign exchange. The Customer may be debarred from holding the internationally valid Debit Card, either at the instance of the Bank or RBI. The Card is valid for use both in India as well as outside India but would carry the inscription "Not valid for payment in foreign exchange in Nepal and Bhutan". In case the Debit Card is cancelled, whether on account of non-compliance with Exchange Control regulations or otherwise, the Bank will not be responsible for any attempted usage of the Debit Card, whether in India or abroad, resulting in the Debit Card being dishonoured.
 - t) The Debit Card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant guidelines.
 - u) The Customer shall compensate/reimburse and hold harmless the Bank from any and all consequences arising from non-compliance of the Exchange Control Regulations of RBI and the applicable laws. Non-resident Indians will be eligible to international use of the Debit Card issued in India. The Customer recognizes that foreign currency withdrawal will attract a service fee. Such service fee shall be subject to revision at the sole discretion of the Bank.
8. Standing Orders and Electronic Instructions
 - a) The Bank reserves the right to accept to act on the Customer's instructions for standing orders provided that the Customer shall have sufficient balance in the its Account on the due date(s) to fulfill such instructions, and the Bank shall not be responsible for any delay or error in dispatch on the part of the Bank or its correspondent who pays the funds. The Customer declares that the Bank shall not be liable therefore and the Customer shall indemnify the Bank for the losses, damages and expenses incurred by the Bank due to the execution of the standing orders given by the Customer.
 - b) If the Customer seeks to avail electronic instructions services, and/or the instructions received by facsimile or telephone or other electronic means, the Customer shall fill out and sign a form(s) designated for this purpose(s) and the Bank shall have the right to refuse the Customer's request(s).
 - c) If the Customer gives the instructions to the Bank by facsimile or telephone or other electronic means, the Bank shall be entitled

- to process it or to reject it, and the Bank shall not be bound to obtain a confirmation of the correctness of such instructions. The Customer declares that the Bank shall not be liable and shall indemnify the Bank for the losses, damages and expenses incurred by the Bank due to any such act or omission relating to any instructions given or understood to have been issued by the Customer. The Customer agrees that the Bank shall not be liable for any dispatch errors.
9. Immediate Payment Service (IMPS), National Electronic Funds Transfer system of RBI (NEFT) and Real Time Gross Settlement System of RBI (RTGS)
- a) The Customer undertakes to execute such documents and writings in addition to the instructions for making transfer of funds via NEFT/RTGS/IMPS facility, in a form and manner satisfactory to the Bank, as the Bank may require from time to time.
 - b) The Bank shall act upon instructions for transfer of funds using the IMPS/NEFT/RTGS system of RBI only upon receipt of complete information required for initiating such transfer of funds for giving effect to the instructions. Any such instruction issued by the Customer shall be irrevocable. However, the Bank may, in its sole and absolute discretion without being obligated to do so, revoke any instruction under such circumstances and conditions as the Bank may deem fit. The transaction shall be initiated by the Bank a) for NEFT, on the date of the instruction as per the RBI clearing timings specific to the location of the branch where the Customer holds the Account and the city notified by RBI for NEFT transaction clearings; b) for RTGS, on the date of the instruction as per the RBI clearing timings at the location of the branch where the Customer holds the Account; c) for IMPS, on the date of the instruction.
 - c) The Customer ensures and confirms that the account to be credited, in accordance with these instructions, is not an account on which there are restrictions, as per applicable law, on crediting monies. Further, the Customer agrees and understands that any request for NEFT/RTGS/IMPS transaction may be rejected or cancelled in case the instructions and/or any information provided by the Customer does not meet the security procedures of the Bank/RBI/the beneficiary bank. The Customer also understands that the transaction may also be cancelled/rejected due to any of the following reasons like the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by a competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the Bank and/or the beneficiary bank.
 - d) The Customer acknowledges and understands that the completion of transactions for transfer of funds based on the Customer's instruction shall involve various counter-parties. The Customer confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances outside the control of the Bank. Without prejudice to the generality of the foregoing, the Customer agrees and accepts its responsibility to compensate/reimburse the Bank for any losses, claims or actions and to save, keep harmless and keep protected the Bank against any improper/fraudulent instructions purporting to be received from the Customer and/or for furnishing incomplete information.
 - e) The Bank shall be entitled to charge such fees and charges as it determines to be adequate for provision of the IMPS/NEFT/RTGS and as specified on the Bank's Website.
 - f) The Customer understands that the provisions of IMPS/NEFT/RTGS are subject to the guidelines and regulations issued by RBI from time to time in this behalf. RBI and/or any other agency/company appointed by RBI in this regard shall be an intermediary/a service provider in the process of settlement of a transaction initiated using any of NEFT/RTGS and, subject to the availability of sufficient funds in the Account, a transaction should be deemed to be complete in all respects (a) in case of RTGS, upon settlement of the transaction by the central system of RBI, (b) in case of NEFT, if the transaction message is not returned unaffected by the Bank within a reasonable time (decision of the Bank as regards reasonable time shall be final). RTGS and NEFT transactions shall be deemed to be settled at the time when the Account has been debited and the account of the beneficiary bank has been credited in the central system of RBI.
- g) In respect of the RTGS system, the Customer understands and accepts that the RTGS system is primarily for large value transactions. The present minimum amount to be remitted through RTGS is Rs. 2,00,000 (Rupees Two Lakh)
10. Demand Drafts/Pay Orders
- a) The Customer may place a request for issue of demand drafts/pay orders (the "Instrument") by such mode and subject to such terms and conditions as the Bank may prescribe from time to time. In the eventuality the request for issuance of the Instrument is not received at a branch of the Bank, the Instrument will be sent to the communication address of the Customer last recorded in the Bank's records or to an address specified by the Customer. In such an event, the Bank shall be at a liberty to recover charges for such posting. The Bank shall not be responsible on account of non-delivery or delays in delivery of the Instrument.
 - b) In case the Customer requests for issuance of the Instrument from the monies lying in the Account, the Bank shall have the right to reject such request in the event there is insufficient balance in the Account, at any point of time from acceptance of request till dispatch of the Instrument to the Customer. The Customer shall be liable for to such charges as may be applicable for issuance of the Instrument and the Customer authorizes Bank to recover such charges by debiting the Account.
 - c) If the Instrument is lost or has to be cancelled once the same is with the Customer or its agent, the request for cancellation shall be accepted at the Bank's branch. The request shall be accepted subject to such terms and conditions and execution of such documents as may be prescribed by the Bank in this regard.
11. Dormant Accounts
- a) The Bank shall flag the Account as "Dormant" if the Account remains inoperative for over a consecutive period of 2 (two) years and no Transactions are carried therein. If the Account is categorized as "Dormant", then in such case the Bank may make reasonable endeavours to inform the Customer at least three months before the Account is classified as a Dormant Account. Further the Bank shall also make reasonable endeavours to inform the Customer of the procedure to be followed to activate the Account. The Customer agrees that the Bank may place restrictions on the operation of the account till such time the Customer activates the Account through a process specified by the Bank.
 - b) For the purpose of this clause "Transactions" shall mean any credit or debit transactions to be carried by the Customer as well as third parties in the Account through the following modes:
 - i. Transactions through cheque.
 - ii. Cash or cheque deposit.
 - iii. Withdrawal or deposit through ATM.
 - iv. Transaction through internet.
 - v. Transaction by standing instruction and Electronic Clearing System.
 - vi. Transactions through Mobile/Phone/Kiosks.
 - vii. Transaction through Real Time Gross Settlement/National Electronic Funds Transfer/Immediate Payment Service.
 - viii. Such other transactions as may be prescribed as per the Law.
12. Stop Payment Orders
- In cases where the cheques have been lost in transit or at the paying bank's branch, the Customer can request the Bank to stop payment on cheques/standing instruction/Electronic Clearing System drawn on the Account by notifying the Bank in writing by such means as may be approved by the Bank from time to time. The Bank shall endeavour to carry out such instructions on a best-effort basis. Charges will be levied for each stop payment instruction. In case the Account is a joint account or has joint signatories, if any stop payment instructions are received from any one of the joint account holders or joint signatories or any other debit instruction with regard to the Account, no amount shall be paid from the Account except in accordance with Account operating rules as may be applicable or on the discharge of all the joint holders or joint signatories, as the case may be.
13. Death of a Customer (applicable to individuals)
- In case of death of a Customer, the Bank shall have the right to release the money lying to the credit of the Account of the Customer

to the nominee appointed by the Customer or the legal heirs of the Customer, as the case may be. The Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor(s) to its sole satisfaction, and the Bank reserves the right to demand and inspect requisite documentation in this regard, including a succession certificate/probate of a will of the deceased Customer. In case the Account is a joint account where the account is opened with the survivorship clause ("either or survivor" or "anyone or survivor" or "former or survivor" or "latter or survivor"), the Customer agrees that in the event of death, insolvency or withdrawal of any one or more of the Account holders, the balance in the joint Account shall be paid to the surviving joint Account holder(s) and in the event there are no surviving joint Account holder(s) to the nominee(s) if any, or to the legal heirs of the joint Account holder(s) subject to the discretion of the Bank, provided there is no dispute among the survivor or survivors or legal heirs or there is no order from the competent court restraining the Bank from making the payment from the Account. Without prejudice to the foregoing, in the event of the death of the Customer, the Bank reserves the right to pursue all courses available to it under law and equity, at its discretion to recover any outstanding from the Customer's. Notwithstanding the aforesaid, Customer agree that in case of term/fixed deposit with "Either or Survivor" or "Former or Survivor" mandate, the Bank is permitted to allow premature withdrawal of the term/fixed deposit by the surviving joint depositor on the death of the other, in case there is a joint mandate from the joint depositors to this effect.

14. Nomination Death of a Customer (applicable to individuals)

Nomination facility is available for the Account in the names of individuals. Only one nominee is permissible for an Account and the nomination is to be made by the Customer. The Customer should ensure that he/she gets/is given the acknowledgement as per the Banking Companies (Nomination) Rules, 1985, framed by Reserve Bank of India. The Customer is at liberty to change the nominee, through declaration in the appropriate form to revise the nomination during the currency of the Account with the Bank.

15. Adjustments of Entries

In case of any error in entries, any adjustment or correction in the entries booked by the Bank shall be considered effective and correct, and the Customer does not have the right to claim the value of the wrong deposits into the Customer's account, and the Bank is authorized to process the correction entries and debit them to the Customer's account. The Customer declares that the Bank has the right to claim the amounts paid wrongfully to the Customer with the Customer's obligation to settle them by the methods, procedures, and the dates specified by the Bank without objection and irrespective of the elapse of any period of time from the date of occurrence of the wrong entry.

16. Fees and Banking Services Charges

- a) The Bank, without referring to the Customer, may debit the Customer's accounts with any charges, expenses or commission payable against the banking services rendered in accordance with the banking charges and commissions approved and announced by the Bank.
- b) Fee/charges prescribed by the Bank in respect of the banking facilities provided/to be provided by the Bank, as amended from time to time as available on the Website.
- c) Current, Savings and Call Deposit accounts are subject to a stipulated minimum balance level as determined and announced by the Bank. The Bank has the right to deduct the required fees if the minimum balance falls below the determined level.

17. Accounts in Foreign Currencies

- a) The Customer may open accounts in Foreign Currency upon the approval of the Bank and the transactions in this account shall be effected only by the Bank's Forms, or written instructions, in the same currency of the account.
- b) Cash Withdrawal from Foreign Currency Accounts in the same currency as the accounts will be subject to rate of exchange and commission determined by the Bank from time to time.

18. Statements of Accounts/Addresses/Details

- a) Unless the Customer gives notice in writing, the physical or email address set out in the Account opening form shall be the approved address for dispatching by mail or email a notice, advice or statement of Account or notification to the Customer, and the Customer shall inform the Bank in writing or in any manner as determined by the Bank, in case of change of any of the Customer's particulars set out in the Account opening form.

- b) If the Customer selects eStatement only, the Bank will only provide a monthly account statement via the email address provided and will not mail a paper statement.
- c) If the Customer requests an eStatement and a paper statement, the Customer is deemed to have authorized the Bank to cease sending paper statements at its sole discretion at any time in the future. Should the Bank enforce this authority, it will communicate the fact to the Customer via any channel for which the Customer has provided contact details.
- d) The Bank may, at its sole discretion, send only email correspondences. The Bank will not be liable for consequential losses of the Customer or third parties owing to the usage of email. Failure to advise the Bank of any difficulty in accessing the statement sent via email within 24 hours of the Customer receiving notice as aforesaid shall serve as an affirmation regarding the receipt and acceptance by the Customer of the statement.
- e) The Customer shall be provided with the advices and statements of accounts (as per the Customer's request or the Bank's decision) and the Customer must notify the Bank, in writing, if any statement or other advice expected by the Customer is not received or if there is any discrepancy, error or omission in the details of the Accounts and if the Bank does not receive any objection within 15 days (fifteen days) from the date of dispatch of the Advice or the Statement of Account then such Statement and Advice shall be deemed correct and accepted by the Customer.
- f) The Bank may stop sending the advices or statements of account if they are returned twice to the Bank as undelivered.
- g) Stopping of mail under the above circumstances and keeping them under custody as hold mail does not affect the Bank's right to any recourse in the event of over-drawings by the Customer nor does it expose the Bank to any Customer plea of ignorance of transactions done in the Account.
- h) Returned mail of the Customer would be kept at the branch or as determined by the Bank and request for these mails would be entertained only after updating of address and other records in the books of the Bank by the Customer.
- i) The Customer shall have the right to ask for an additional copy of the statement of account at the Customer's own expense.

19. The Bank's Rights of Accounts Set-Off and Securities

- a) A Customer who maintains more than one account or establishes more than one account in the future at any branch or subsidiary of wholly owned part of the Bank's Group, such relationship between the Bank and the Customer will be deemed to constitute that of a single account relationship. The Bank shall have an absolute right to combine or merge any or all the Customer's Accounts for the purpose of setting off debit balance against available credit balance or to reimburse itself for recovery or dues of commitments for which the Customer is liable, subject to the acceptance of the relevant regulatory authority of the country in which the subsidiary or wholly owned part of the Bank's Group operates.
- b) The Customer agrees that the Bank, at any time and without giving any prior notice may freeze, set-off or transfer any amounts between the Customer's Accounts whatsoever their types or names, whether individual and/or joint account, so that each account shall be considered as security for the other accounts, individually or jointly for the purpose of settling any debts of the Customer or the party(ies) guaranteed by the Customer towards the Bank.
- c) The Bank may attach all the guarantees and properties maintained by the Bank in the name of the Customer for the purpose of settling any amounts due by the Customer to the Bank.

20. Conditions of Joint Account (Individuals Only)

- a) A "Joint Account" is an account opened jointly for two or more persons in which they have equal rights and equal obligations, unless stated otherwise. All deposits made in a Joint Account and the inward transfers to this account shall be deemed to be owned equally by the Account holders unless otherwise stipulated on the Account opening form.
- b) Persons authorized to operate Joint Accounts will be entitled to deposit and withdraw convertible currencies, cheques, payment orders, drafts or other negotiable instruments. Such Authorized Signatories, will also have the right to withdraw, endorse and negotiate cheques transfers or other negotiable instruments in

favour of the Bank in their capacity as an Authorized Signatory. In case the Account has joint signatories, each authorized to operate the Account individually, the Bank may act on instructions from either/any one of the signatories, subject to there not being any conflict between the signatories concerning such instructions prior to the Bank acting on the same.

- c) The Joint Account holders shall be jointly and individually liable for settling in full all dues or claims to the Bank that may arise or any commitments, present or future, by operating the Account or any withdrawals that may cause the Account to be overdrawn.
- d) If one of the Joint Account holders is subject to an attachment, such attachment will be enforced on their share only with effect from the day of notifying the Bank of said attachment. The Bank shall stop withdrawal from the Joint Account to the extent of the attached share, and consequently notify the Joint Account holders or their representatives of the said attachment within five days from the day of attachment notification.
- e) The Joint Account holders authorize the Bank to include their share in the Joint Account to set-off with their other various accounts.
- f) Any of the Joint Account holders or their representatives should not request credit facilities in their personal names secured by the Joint Account without a written approval from all the Joint Account holders.
- g) The Bank shall have the right to issue a Debit Card to each of the Joint Account holders if each of them is authorized to handle the account by a single signature only, and they will be held individually or jointly, responsible for all liabilities that occur from using this service.
21. Conditions relating to Entity Accounts
- a) For the purposes of these provisions, "Entity" shall include, but not be limited to, the following:
- i. Partnership Firms,
 - ii. Association of Persons,
 - iii. HUF (Hindu Undivided Family),
 - iv. Company,
 - v. Co-operative Society,
 - vi. Charitable Society
 - vii. Trust
 - viii. The persons authorized to sign are the names mentioned to the Bank at the time of Account opening and subsequently, shall handle all the banking and investment transactions with the Bank, to the extent of the powers granted to them in the Memorandum and Articles of Association, or by laws and certified resolutions.
 - ix. The Entity indebted to the Bank in any way undertakes jointly and severally to pay all the Bank's dues, whether from the assets of the Entity or from its own funds.
 - x. The Entity undertakes to inform the Bank promptly of any changes in its Memorandum and Articles of Association/ Partnership Deed/Limited Liability Partnership Deed/ constitution documents or its by-laws or the change of the legal entities or any change in its constitution, board of directors, partners or representatives or any changes in the Authorized Signatories. The Bank will bear no responsibility in the event any of the directors, partners, managers or representatives of the Entity have violated the provisions of the Company's status as contained in its Articles of Association/Partnership Deed/Limited Liability Partnership Deed or by its by-laws or have acted against their powers.
 - xi. The Entity authorizes the Bank to pay and debit the account, whether the account is in credit or overdrawn or which subsequently becomes overdrawn due to such debits. The Entity shall be liable for any instruction or order issued to the Bank by those authorized to operate the Account and enter into all banking transactions including any credit facility etc.
 - xii. The Entity undertakes to furnish regularly to the Bank an audited balance sheet and income statements or any other document required by the Bank.
 - xiii. The partners declare that in case of the amendment in the powers of any partner representing the partnership firm/ limited liability partnership, whether due to withdrawal, resignation or dismissal, or to any amendment of the Partnership Deed or the change of its name or the loss of legal capacity of any partners or the declaration of his/her

bankruptcy or death, or joining or withdrawals of one or more partners, the remaining partners shall be fully liable on behalf of the partnership firm/limited liability partnership and the Bank shall have the right to attach all the credit amounts of the partnership firm/limited liability partnership in favour of the Bank to recover its dues or in favour of any court order or judgment.

22. Aadhaar Number Updation for Seeding/Government Benefit Transfer to Account
- i. From a KYC point of view Customer's Aadhaar number will be updated against the Customer's Personal Data.
 - ii. To avail direct benefit transfer, an Aadhaar number may be updated on one Account for the Customer and hence will not be updated if the same Aadhaar number is provided subsequently to be updated in another Account maintained with the Bank.
 - iii. In case of joint account, Aadhaar number of only one holder will be updated for the Account.
 - iv. Aadhaar number updated in the Account will be shared with National Payment Corporation of India (NPCI) for receiving direct benefit transfer credits.
 - v. The Bank does not take any responsibility, and will also not be liable, for any claims, if the details provided by the Customer are incorrect/incomplete.
23. Collection and disclosure of information
- The Customer hereby expressly consents and permits the Bank to:
- i. Collect, store, communicate and process information relating to the Account and all transactions carried out therein by the Bank, or any of its Affiliates, wherever situated, including sharing, transfer and disclosure between them and the authorities, of any Confidential Information in connection with the provision of any Facility, for business development, data processing, statistical and risk analysis purposes and for compliance with any Law or Regulation or as required by or for the purposes of any court, legal process, audit or investigation of any authority. Customer's consent shall be effective notwithstanding any applicable non-disclosure agreement and the Customer acknowledges that Confidential Information may be transferred to jurisdictions which do not have strict data protection or data privacy laws. The Customer represents that they have provided to and secured from any related party, Customer Affiliate, data subject or other person regarding whom the Customer has provided information to the Bank, any notices, consents and waivers necessary to permit the Bank, its Affiliates and representatives to carry out the actions described in this paragraph, and that it will provide such notices and secure such necessary consents and waivers in advance of providing similar information to the Bank in the future.
 - ii. Comply with all laws or government agencies or court orders or legal proceedings and/or when necessary to resolve errors or questions the Customer or any other party may have raised and/or in order to satisfy the Bank's internal data processing requirements;
 - iii. Disclose at any time and for any purpose, any information whatsoever relating to the Customer or the Account or transactions or dealings with the Bank, to any branches, subsidiaries, service providers, Affiliates, group companies, third parties whatsoever (including employers/family members of the Customer) so far as is deemed to be necessary at the sole discretion of the Bank, or associated corporations or Affiliates of the Bank wherever located or to any authorities in India or elsewhere or any agents or contractors or third parties who have entered into an agreement to perform any service(s) for the Bank's benefit, and any other person(s) whatsoever (including employers/family members of the Customer) or where the disclosure is required by law or otherwise and to whom the Bank deems fit at its sole discretion to make such disclosure;
 - iv. The Customer agrees to provide to the Bank such information and/or documents as the Bank may require from time to time and shall update that information as required by the Bank from time to time, to enable the Bank or any of its Affiliates to comply with any Law or Regulation or any other appropriate information/ and or documents (including any proof of identification documents and/or photographs) as may be required under the Bank's/RBI's guidelines on KYC/AML/CFT purposes, which the Bank may reasonably request from time to time. Failure to provide these documents/information timely or the provision of wrong documents/information may result in the Account being blocked for debit/credit transactions or the Account being

closed. Further, if at any point of time, the Bank is of the opinion that the profile/nature of the Account or the transactions in the Account are not in line with the Bank's internal policies or guidelines pertaining to KYC/AML, then the Bank shall have every right to freeze operations in the Account or upon notice to even close the Account;

- v. Disclose and disseminate to RBI or to a court of law or any other competent authority or to any third person, as the case may be, the credit information of the Customer in its possession, subject to applicable law and guidelines issued by RBI from time to time, with or without any notice by the Bank to the Customer in this regard, at the Bank's discretion.
- vi. Share Customer Personal Data with any existing or future credit bureaus (including TransUnion Credit Information Bureau (India) Limited) as determined by the Bank from time to time and as may be required under laws. The Customer acknowledges that the Bank is entitled to share such information and such information may pertain to positive or negative performance/default by the Customer. The Customer hereby expressly authorizes the Bank to disclose, exchange, share or part with all any information relating to the Customer's Account and/or the Customer to all companies/entities/subsidiaries/Affiliates of the Bank/their agents/banks/financial institutions/credit bureaus/agencies/Authorities as may be required and undertake not to hold the Bank and/or companies/entities/subsidiaries/Affiliates and/or their agents liable or responsible for use of the aforesaid information.

24. Indemnity

In consideration of the Bank providing the Facilities and any other facilities and maintaining the Account, the Customer, at its own expense, hereby agrees to indemnify the Bank and its employees, representatives, agents, as the case may be, at all times, against any and all harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, including without limitation any costs between attorney and client, whether direct or indirect which the Bank may suffer or sustain or incur at any time as a consequence of or arising out of the Facilities provided to the Customer by the Bank in good faith, or attempting to take or refusing to take or omitting to take action on any instructions of the Customer due to any government order, law, levy, tax, embargo, moratorium, exchange restriction, action of the Customer or any beneficiary or any other third party whatsoever or any other cause beyond the Bank's control. Without prejudice to the generality of the foregoing, the Customer shall indemnify and save, keep harmless and indemnified the Bank against any improper/fraudulent instructions purporting to be received from the Customer.

The Customer hereby agrees that the Bank needs to receive clear and written instructions from the Customer to induce the Bank to effect fund transfer activities on behalf of the Customer. The Customer agrees to indemnify the Bank against any improper/fraudulent fund transfer instruction purported to be received from the Customer. The Bank shall not be obliged to accept from the Customer any oral or facsimile or non-specific/unclear instructions. In order to, however, induce the Bank to act upon communications and instructions transmitted by manual procedures (facsimile, mail, messenger, telephone), the Customer hereby irrevocably agree that, other than an instance arising from the Bank's gross negligence, bad faith or wilful misconduct, as long as the Bank acts in compliance with this authorization/instructions, the Customer shall indemnify and hold the Bank harmless from and against any and all responsibility for, and any and all costs, claims, losses or liabilities of any nature (direct or indirect) resulting from any act of omission (or any delay) in response to instructions to the Bank to transfer funds or purchase, sell or otherwise dispose of commodities or securities, together with any and all attendant costs.

25. Grievance Redressal

- a) The Bank enables its customers' to register complaints through multiple channels. The various channels available to customers are as follows:
 - Customer Care: Customers can contact our banker on call over the phone for redressal of issues. Customer Service Number are published on our Website.
 - Branch: Customer can speak to the branch officials for resolution of their issues or register their grievances at the branch.
- b) Escalation of complaints:
 - The Bank believes in providing transparent and efficient services to our Customers at all times. However, if a Customer is not satisfied with the timelines of response or

the resolution provided through the channels listed above, the Customer can escalate the grievance to the next level, as per the escalation matrix available at the Website.

- Principal Nodal officer:
 - If the Customer's issue is not resolved even after contacting various complaint resolution channels, he/she can write to the Nodal Officer
 - Or send email to Nodal Office (details available on website)
 - Escalation to the Regulator:
 - c) In case the Customer is not satisfied with the response from the Bank, Customers will be provided the option of approaching the Banking Ombudsman (BO). The details of BO are made available at the branches and also on the Bank's Website.
- #### 26. Other General Conditions
- a) SMS facility is a mandatory item for transactions performed on the Account to enable informing the Customer about the transaction carried out on the Account in timely manner and to reduce the risk of any fraudulent activity.
 - b) The Bank may rely on the authority of each Authorized Signatory designated (in a form acceptable to the Bank) by the Customer or on a Customer's mandate to send communications (as hereinafter defined) until the Bank has received written notice or other notice acceptable to it of any change from a duly authorized person and the Bank has had a reasonable time to act (after which time it may rely on the change).
 - c) In case the Customer becomes bankrupt or has financial problems, the account shall be frozen until the receipt of the court order.
 - d) The Bank shall not open a Current Account for minors and may open Savings/Fixed Deposit Account for minors under the signature of their father or a guardian by virtue of the guardianship until the minor comes of legal age, then they shall be entitled to receive their funds and operate their Account by themselves. In case of a minor under guardianship, a decision or judgment of the competent court for lifting the guardianship must be obtained to enable them to operate the account. An Account in the name of a minor shall be converted into a normal individual Account upon the minor attaining the age of majority and the right of the guardian, if any, to operate the Account shall cease forthwith.
 - e) The Bank may close the Customer's account at any time without giving reasons or notifying the Customer and in this case the Bank's responsibility shall end by issuing a cheque for the account's balance to the Customer and sending it by mail to the Customer's address, and the Customer shall pay the amount due to the Bank upon receiving the Bank's advice of its intention to close the Customer's indebted Account.
 - f) The Bank has the right to destroy the cheque books/Debit Cards/PIN if they have not been collected by the Customer (as the case may be) within one month (at the most) from the issuance date thereof and the Customer shall submit a new application for the reissuance of any of these items and pay the relevant charges.
 - g) The Bank shall at any time have the right to amend the banking services terms and conditions by notifying the Customer through a general notice to be displayed at the Bank's branches or on the Bank's Website and the Customer shall be, thereafter, bound by such amendments. If the Bank does not receive an objection from the Customer during fifteen days, then the Customer shall be considered to have accepted such amendments.
 - h) If the Bank does not at any time exercise the full implementation of any clause or obligation set out in these terms and conditions or if the Bank delays the implementation thereof, the same shall not be considered to be a waiver of its right or abandonment of the full implementation at a subsequent time.
 - i) The Bank's records, computer printouts and documents shall be considered as evidence of the correctness of the Customer's balance. If, however, the contrary is claimed, then the burden of proof shall lie with the Customer.
 - j) The Customer shall not assign or charge the funds held in her/his/their accounts to any other person by way of security, without the Bank's written consent. The Customer must provide written request for bank approval.
 - k) The Bank may from time to time at its discretion open any further personal/impersonal account(s) if deemed necessary and advantageous to control, monitor, segregate and/or separate

some transactions from others where the Bank has financial and other interests whatsoever. Such account(s) when opened shall also be governed by the terms and conditions mentioned herein and the Bank shall be considered to hold lawful authority in advance to do so, without requiring to sign additional Account opening forms from the Customer.

- l) The Bank shall have the right to suspend any amounts transferred to Customer's Accounts in cases where there is suspicion that such transfers may be involved in a money laundering activity or financing terrorism.
- m) Accounts upon which an attachment order or other legal notice from any authority or individual prohibiting operation of the Account is received by the Bank will be blocked and no further operation will be allowed until the prohibition order is removed. The Bank shall endeavour to inform the Customer about any such order or notice, however the Bank shall not be bound to do so.

II. Bank Accounts: Terms and Conditions

1. Current Account

- a) Credit Balance in the Current Account is without interest, and on demand, the Bank undertakes to pay the credit balance in full.
- b) Any adult individual or Entity has the right to open a Current Account if he is a national or resident in India subject to the controls, rules and instructions of the Bank.
- c) Withdrawals from the Current Account shall be made through cheques issued by the Bank, written instructions or Debit Card. Depositing in the account shall be accepted in all branches of the Bank by cash, cheques withdrawn at the Bank's branches or local banks or through the Bank's designated ATMs only. Transfers between accounts may be done.
- d) The Bank shall have the right to refuse to pay any payment orders or cheques written on forms other than the Bank's forms and Customer's written instructions, without any responsibility whatsoever on the part of the Bank.
- e) The Customer has to write the cheques in English, the Bank shall not accept cheques written in any other language.
- f) The Bank shall have the right to honour the value of a cheque or other negotiable instruments drawn on the Customer's Current Account even if this were to cause the account to be overdrawn and the Customer undertakes to repay all the due amounts in the Customer's overdrawn account whenever the Bank requests. However this does not construe, to a credit limit being sanctioned to the Customer and is only a right exercised by the Bank.
- g) The Bank shall have the right to refuse to pay the value of the cheques, drawings and payment orders drawn on the account if the balance is not sufficient, even if the Customer has credit balance in other accounts at the Bank, unless the Customer authorizes the Bank in writing to cover the amount of cheques, or any other withdrawals from any of their Current Account or Saving Accounts with the Bank.
- h) The Bank may accept the Account holder a stop Payment of Cheque in case it is lost or in other circumstance, it is allowed by law and agreed by the Bank. However, the Customer will bear any loss, damage and cost (including legal cost) due to this.
- i) In case of any overdrafts from the Current Account shall be paid by the Customer alongwith the interest rate accrued thereon. This does not imply or grant any right to the Customer or eligibility on the Customer for an overdraft.

2. Savings Account (Individuals Only)

- a) Savings Accounts are subject to the minimum balance decided by the Bank. The Bank will not issue a cheque book but can issue a Debit Card.
- b) The Bank will pay interest on funds of the Saving Accounts on the basis of the daily cleared credit balance available in the account.
- c) The Bank shall pay interest on Savings Accounts at rates as per guidelines issued by RBI from time to time. The Bank may inform the Customer of the said rates of interest and the methods of calculation of the same on a periodic basis as may be determined by the Bank.

3. Fixed Term Deposit Account:

- a) The Customer is required to specifically apply for deposit related products in accordance with specific terms and conditions as mentioned in the Deposit Application form and Deposit Policy, applicable to the same from time to time and subject to

directives laid down by the RBI from time to time and all other applicable laws.

- b) The Customer agrees that in case of a joint account having mode of operation as anyone or survivor, anyone of the account holders, may create a fixed deposit/recurring deposit by placing a request through branches, ATM, or any other channels as made available by the Bank from time to time. The Customer agrees that such a fixed deposit shall be created in the name of all the Account holders with mode of operation as anyone or survivor and the Customer shall be bound by the terms and conditions applicable to such fixed deposit or to a fixed deposit created by renewing/auto-renewing a fixed deposit. The Customer also understands that for availing a loan against such fixed deposit or for premature termination of such a fixed deposit or any fixed deposit created by renewing/auto-renewing a fixed deposit, consent of all the fixed deposit holders would be required in the manner specified by the Bank either at the time of making request for the loan or terminating the deposit or through a one-time consent. The Customer shall not raise any dispute/claim against the Bank for creating/closing a fixed deposit in the manner specified above and shall keep the Bank indemnified against any loss/harm suffered by the Bank with respect to any dispute/claim raised by the Customer or any third party.
- c) Payment of Interest on Fixed Deposit
 - i. Interest on fixed deposits is reckoned/paid at quarterly/monthly intervals and at the rate/s applicable as on the value date of opening of fixed deposits, as the case may be, in accordance with the rate fixed by the Bank from time to time as also directives issued by RBI.
 - ii. The interest may be paid either in a lump sum at the time of maturity or it may be paid every quarter or every month in accordance with the regulatory payments for payment of interest on the fixed deposit. Where the interest is to be paid by the Bank in lump sum at the time of maturity, the fixed deposit shall bear the yearly rate of interest on the fixed deposit.
 - iii. The Bank may announce special rates for senior citizens and staff.
- d) Tax is deducted at source on interest on Fixed Deposit held by the resident if the interest paid or payable by the branch for the financial year exceeds the threshold limit specified by Income Tax Act, 1961.
 - i. For Traditional FD (with quarterly/monthly interest payment), tax is deducted on each interest payment and on interest accrued on March 31st of every year. For Cumulative FD, tax is deducted on interest accrued on March 31st of every year and on maturity. The TDS amount calculated on the accrued interest is remitted to the tax authorities on behalf of the Customer by the Bank. The interest on the TDS amount from April 1st till maturity of the deposit is adjusted from the interest payable to the client.
 - ii. As per provisions of Finance Act 2009, w.e.f April 01, 2010, valid PAN is required to be submitted by all customers whose tax needs to be deducted. In the absence of a valid PAN, tax will be deducted at the prevailing rate or 20% whichever is higher. Also, Form 11G/H shall not be treated as valid unless PAN is mentioned in such forms.
 - iii. In case the deposit holder does not want the Tax to be deducted at source, they may submit Form 11G/11H (other than company, firm or co-operative society)/Exemption Certificate under Section 197 (in case of all holders)/or any other Tax Exemption Certificate with the Bank. Such form or tax exemption certificate has to be submitted every financial year for each fixed/recurring deposit held and on each renewal of the deposit.
 - iv. In case of non-resident FD holders tax shall be deducted at source as per the provisions of section 195 of Income Tax Act, 1961.

III. FEMA DECLARATION

The Customer hereby declares that any transaction involving foreign exchange hereunder will not involve, and will not be designed for the purpose of any contravention or evasion of the provisions of the Foreign Exchange Management Act, 1999 or any rule, regulation, notification, direction or order made thereunder.

The Customer also hereby agrees and undertakes to give such information/documents as will satisfy the Bank with regard to any foreign exchange transaction in terms of the above declaration. The Customer

also understands that if the Customer refuses to comply with any such requirement or makes any unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake any transaction on the Account and shall, if it has reason to believe that any contravention is contemplated by the Customer, report the matter to Reserve Bank of India and/or such other authority as the Bank deems fit.

IV. FATCA Declaration

1. The Customer shall disclose all information to satisfy FATCA requirements. The Bank reserves the right to request for additional documentary evidence and waivers (W-8 BEN or W-9), if required to support the Customer's US status or FATCA classification.
2. Failure to disclose full information will subject the Customer and its owners (in case of passive NFFEs) to withholding tax on income or proceeds derived from US sources as prescribed by FATCA regulations.
3. In case the Customer satisfies the definition of US persons as per FATCA regulations, the Customer authorizes the Bank to disclose their personal information with respect to all banking accounts (existing or new) maintained with QNB to the Internal Revenue Services (IRS) in the United States of America (or its representatives or agents) and to any other relevant regulatory authority without any responsibility or liability on the Bank's part.
4. New individual accounts will be reportable to IRS or other relevant regulatory authority if any of the US indicia are found, unless QNB obtains or currently maintains records supporting the Customer's non-US status.
5. New corporate accounts will be reportable to IRS or other relevant regulatory authority in the following cases:
 - a. Entity is classified as a Specified US Person.
 - b. Entity is classified as a Passive Non-Financial Foreign Entity (NFFE) with one or more Controlling Persons who are citizens or residents of the US.

6. In case of change in circumstances (such that the Customer becomes a US Citizen, obtains a US Passport or US telephone number or US residence address, etc), the Customer shall promptly furnish the Bank with the necessary details and documentation in this regard.
7. The Customer shall hold the Bank harmless from any claims, liabilities, damages and losses in the event of non-fulfillment of the above undertaking. The Customer hereby understands and acknowledges that the Bank is bound by certain global conditions, restrictions and legal declaration for providing services to the citizens/residents of the United States of America and that the citizenship/residency status can affect the nature and extent of the services that can be derived from the Bank.

V. Force Majeure

Where the Bank is prevented, hindered or delayed from performing any of its obligations under this Agreement, by an event beyond its reasonable control (not excluding strike, lock out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or regulation, accident, breakdown or other failure of equipment, electronic or otherwise, fire, flood or other circumstances affecting the supply of goods or services):

- The Bank shall not be obliged to perform its obligations under this Agreement to the extent that it is prevented, hindered or delayed in its performance by such an event; and
- The Bank shall notify the Customer as soon as practicable of the event and its likely effects on the Customer's liability to or obligations from this mandate agreement.

VI. Applicable Laws and Jurisdiction

These terms, conditions, Customer's Accounts and all relating matters are subject to the Laws of India. The instructions of Reserve Bank of India form the basis for adjudication of any dispute by competent Indian Courts. The Customer submits to the non-exclusive jurisdiction of the courts of Mumbai, India.