

## GENERAL TERMS AND CONDITIONS

This document lays out the terms and conditions which shall be applicable to all the accounts which are existing or may be opened anytime in future with CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK ("**General Terms and Conditions**"). The words Customer refers to the person(s) who opens the account and shall include both singular and plural. Reference to masculine shall include the feminine and neuter gender. The "**Bank**"/CACIB" refers to Credit Agricole Corporate and Investment Bank, a French "Societe Anonyme", having its branch office in India at 11<sup>th</sup>, 12<sup>th</sup> and 14<sup>th</sup> Floor, Hoechst House, Nariman Point, Mumbai - 400021.

### 1. GENERAL - APPLICABLE TO DEPOSIT ACCOUNTS

1.1 Definitions: In these General Terms and Conditions, unless the context otherwise requires,

1. "**Account**" refers to any account of the Customer with CACIB in India, which is designated as eligible account by CACIB for the Services/Facilities.
2. "**Account Opening Form**" means, as the context may permit or require, the Account opening application form submitted by the Customer to the Bank for applying for and availing of the Services/Facilities and all other information, particulars, clarifications and declarations, if any, furnished by the Customer or any other person from time to time in connection with the Account.
3. "**Authorised Signatory(ies)**" means the person(s) appointed by the Customer for the purpose of giving instructions on behalf of the Customer to the Bank.
4. "**Customer**" shall refer to the person / persons whose details are more particularly set out in the Account opening documents and shall include individuals, partnership firms / Limited Liability Partnerships represented by their/its partners, body corporate represented by its authorized representatives, trust represented by the trustees /authorized representatives, hindu undivided family represented through its karta/coparceners, society represented by its authorized representatives, proprietorship concern represented by the proprietor.
5. "**RBI**" shall mean the Reserve Bank of India, constituted under the Reserve Bank of India Act, 1934.

6. **"Schedule of Fees/Charges"** shall mean schedule of fees/charges as prescribed by the Bank from time to time on the Bank's website/branches etc.
  7. **"Services/Facilities"** shall mean the services/facilities provided by CACIB, from time to time, in connection with the Customer's account including savings accounts, term deposit accounts, current accounts, or such other service intimated subsequently.
  8. **"Website"** refers to the website owned, established and maintained by CACIB located at the URL <http://www.ca-cib.com/global-presence/india.htm> or any modifications or amendments thereto.
- 1.2 The Customer hereby agrees to abide by the Bank's General Terms and Conditions and rules in force and the changes thereto in the General Terms and Conditions from time to time relating to his/her/its Account as communicated and made available on the Website.
  - 1.3 The Customer agrees and confirms that in consonance with these General Terms & Conditions, the Customer shall adhere to special product specific terms and conditions as the Bank may prescribe from time to time. The Customer agrees and confirms that any other services/facilities may be offered at the discretion of the Bank, on special conditions, which may be separately agreed to between the Customer and the Bank. In case of conflict between any of these General Terms and Conditions and special product specific terms and conditions of any Services/Facilities, such special product specific terms and conditions shall, in case of the particular Services/Facilities to which they relate, prevail.
  - 1.4 The Customer agrees that the opening and maintenance of the Account is subject to 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 deposit account will carry out a due diligence as required under Know Your Customer ("KYC") guidelines of the Bank. 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") 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.
  - 1.5 The Customer agrees that the Bank may at its sole discretion, amend these General Terms and Conditions governing any of the Services/Facilities provided to Customer's Accounts either wholly or partially at any time.
  - 1.6 All instruments received for deposit or credit to the Account other than cash will be provisional and the proceeds of any such instrument shall not be considered to be current or available funds until the Bank has collected the same in cash or unconditional credit accepted by the Bank and final

settlement has been made. All deposits or credits given to the Account will be subject to charge back or refund at any time prior to such collection or unconditional acceptance as aforesaid.

- 1.7 All instruments drawn on the Bank and cashed for the Customer or remitted to, transferred or placed in the Account will be subject to charge back or refund, if, for any reason, such instrument is found not payable or recoverable and regardless of whether the instrument has been deemed finally paid under the provision of any law, regulation, clearing house rules or for any reason whatsoever or that the credit given has been used by the Customer in any manner or considered by the Bank as available for withdrawal or that the charge back or refund will cause the Account to be overdrawn.
- 1.8 The Bank shall not be liable either for dishonouring any cheque, draft, note, acceptance and other instrument due to insufficient funds resulting from such charge back or refund of any instrument or for any instrument lost in transit or for omission, neglect or default by any other bank, agent or sub-agent in collecting proceeds.
- 1.9 The Bank shall not be obligated to present for collection more than once any instruments to be cashed for the Customer or deposited or credited to the Account by the Bank may also at its sole discretion make any number of representations of any returned instrument and the Bank shall not be liable to the Customer for any reason whatsoever for non-payment or any other liability arising in connection with any such representation.

For ease of reference, deposits to the Account may be referred to in this General Terms and Conditions as 'deposits' or 'deposited' as the context may require.

- 1.10 In the event the Customer has been offered an overdraft facility, any instrument paid or charged back or any credit reversed or any charge made to the current account and as a result thereof the current account is overdrawn, the Customer shall forthwith on being intimated by the Bank in writing repay the amount of each overdraft to the Bank. The Bank may at its sole option and discretion charge interest on such overdraft at such rate as the Bank may determine. The Customer hereby agrees and undertakes to pay the said interest as may be specified by the Bank and hereby authorizes the Bank to debit the Customer's Account with the amounts of all such interest.
- 1.11 The Bank may, but shall not be obligated to, pay any instrument or debit any fee or charge, which may cause the Account to be overdrawn. The payment of any instrument and/or debiting the fee or charges on one occasion will not obligate the Bank to pay and/or debit the Account on any other or subsequent occasion nor shall it give rise to a course of dealing or usage of trade.

- 1.12 Statements of the Account will be rendered monthly or as requested by the Customer vide the Account Opening Form. Any such statement of the Account shall for all purposes, be considered correct and the Bank shall not be liable for any instrument or payment charged to the account or for any error in the statement of the Account as rendered unless and until the Customer notifies the Bank in writing of the claim within seven (7) days from receipt of such statement of the Account.
- 1.13 To stop payment of a cheque, full details of the cheque as well as the reason for requesting the Bank to place a stop payment order must be given in writing duly signed by the Customer. The stop payment order will become effective on the succeeding banking day (the “**Effective Date**”) following the date of its acceptance by the Bank and will remain effective from the Effective Date of the order, unless cancelled by the Customer. Provided, however the Bank shall not be liable if the payment of such cheque is made by the Bank prior to the Effective Date. The Bank’s prevailing charge shall be levied for each stop payment order.
- 1.14 The Customer understands that as per extant RBI guidelines, opening of any current account requires declaration of existing credit facilities with any of the Bank's branches or any other bank. The Customer shall declare details of any such credit facilities enjoyed with any bank at the time of opening of such Account, as per the required format therein. The Customer undertakes to obtain the requisite no objection certificate/s from such bank/s and hand it/them over to the Bank before the account gets opened.
- 1.15 The Customer agrees to repay to the Bank on demand, unconditionally, the amounts of overdrafts that the Bank may grant to the Customer from time to time, together with interest accrued thereon. The Customer agrees that this does not imply that the Bank is bound to grant to the Customer any credit facility whatsoever.
- 1.16 The Customer understands that an Account may be opened in the names of:  
a) An individual in his / her own name; b) persons in their joint names; c) A company, partnership firm, sole proprietorship firm, Hindu undivided family, trust, association or other entity as may be permitted by the Bank in their respective names.
- 1.17 The Customer hereby agrees that as per directives of RBI, no interest shall be payable on the balance maintained in the current account.
- 1.18 The initial minimum deposit to open an Account is as per the Bank’s norms prevailing from time to time.

- 1.19 The Bank reserves the right to prescribe minimum balance to be maintained with respect to the accounts as per the Bank's norms prevailing from time to time. If the minimum balance is not maintained, the Bank may charge interest and / or impose charges as it may deem fit, in accordance with the Bank's norms prevailing from time to time and the RBI directives in this regard.
- 1.20 In connection with any stop payment order, the Customer hereby agrees to indemnify and hold the Bank harmless against any loss, damage, costs or expenses (including reasonable attorney's fees whether litigation be involved or not and if involved, whether at the trial or appellate levels or in pre-or post-judgement proceedings) incurred by the Bank as the result of the non-payment of any cheques or as a result of the certification or payment of any charge through inadvertence or omission on the part of the Bank or the return of any other instrument drawn by the Customer and returned for insufficient funds occasioned by such certification or payment; and the Customer shall promptly notify the Bank in writing if the cheque is recovered or destroyed or if for any reason the stop payment order might be cancelled. The Customer authorises and directs the Bank to accept stop payment orders given by competent authorities or authorities empowered by law in that behalf.
- 1.21 Subject to the Bank's then prevailing Schedule of Fees / Charges, the Customer may, from time to time, instruct the Bank to debit the Account for domestic or international transfer of funds, the issuance of bank cheques and drafts, the purchase of foreign exchange and other services as may be provided by the Bank. Any instructions must either be in writing signed by a Customer or in a properly authenticated telex through an office of Credit Agricole Corporate and Investment Bank or an office of any subsidiary or affiliate thereof or a correspondent bank. The Bank is authorised from time to time and at its sole option and discretion, to accept telephonic, email or oral instructions, but the acceptance of same on any one occasion shall not obligate the Bank to accept the same on any other occasion and shall not give rise to a course of dealing or usage of trade. The Bank shall have the right, and the Customer hereby authorises and directs the Bank to debit the Account, at any time and from time to time, for amounts necessary to fund any of such Services or any other transactions of whatever kind involving the Account or any part thereof, for the Bank's charges or fees for furnishing such services or for such transactions, and for all charges and expenses incurred by the Bank (including costs and reasonable attorney's fees whether litigation be involved or not, and if involved, whether at the trial or the appellate levels or in pre-or post-judgement proceedings) in connection with any such Services or transactions, the collection of any instrument, returned or dishonoured instruments or overdrafts regardless of the reason therefore. The Bank may, from time to time and at any time, at its sole discretion, for any reason whatsoever and without prior notice to anyone, refuse to provide any Service or to permit any transaction with respect to the Account or any part thereof, and shall not be obligated to provide any Service or to permit

any transaction when the amount on deposit in the Account is insufficient to fund the services or transactions or to pay any of the aforesaid charges, fees, costs or expenses arising in connection therewith. The Bank shall not be liable for dishonouring any instrument because of insufficient funds in the Account resulting from the deduction therefrom of any of the aforesaid funds, charges, fees, costs or expenses. Any act done by the Bank pursuant to the power and authority herein-before conferred shall be fully binding on the Customer.

- 1.22 Except for the Bank's failure to exercise ordinary care, or to act in good faith, the Bank shall not be liable to the Customer in any manner whatsoever for any loss, damage, cost or expenses (including attorney's fees) occasioned by or arising in connection with any service provided by the Bank or for any other transaction of whatever kind involving the Account, or any portion thereof, whether caused by the default or negligence of the Bank, or any of the Bank's officers, agents, employees, correspondents, subsidiaries affiliates or any defacto or dejure domestic or foreign government or agency thereof or any court or judicial body, levy or tax, embargo, moratorium, war, revolution, confiscation, insolvency, fluctuations or loss in exchange, mistakes or delays in transmission or communication, loss or damage in transit, act of god, or force majeure.
- 1.23 The Customer shall indemnify and hold the Bank harmless against any loss, damage, cost or expense (including reasonable attorney's fees whether litigation be involved or not, and if involved, whether at the trial or appellate level or in pre-or-postjudgement proceedings) incurred by the Bank in any manner whatsoever, including any action sounding in tort, which the Bank may sustain or incur in connection with any service provided by the Bank, or for any other transaction of whatever kind involving the Account or any portion thereof, whether caused by the default or negligence of the Bank, or any of the Bank's officers, employees, correspondents, subsidiaries, affiliates, or any third person or entity, or caused by any reason whatsoever beyond the Bank's control, including, without limiting the generality of the foregoing, any present or future law, decree, regulation or control rightfully or wrongfully exercised by any defacto or dejure domestic or foreign government or agency thereof or any court or judicial body, levy or tax, embargo, moratorium, war, revolution, confiscation, insolvency, fluctuations or loss in exchange, mistakes or delays in transfer or communication or damage in transit, act of god, or force majeure.
- 1.24 The unenforceability of any aspect of these General Terms and Conditions shall not affect the enforceability of any other provision hereof, and any unenforceable provision shall be severable herefrom.
- 1.25 The Customer agrees that the Bank is not obliged to honour a cheque drawn on it and presented for payment more than three (3) months after date of issuance. The Bank will not be responsible if it prematurely honours any post-dated instrument. The Bank may, at its discretion, without notice to

anyone, and for any reason whatsoever, terminate the Account at any time by mailing a termination notice to the Customer, at his last address shown on the records of the Bank, accompanied by a cheque/pay order for the balance in the Account.

- 1.26 To secure any and all indebtedness and liability of the Customer or, if more than one, of any of them to the Bank, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, irrespective of the currency, place of payment or place of booking of the obligation, the Customer hereby authorises the Bank at its option and at any time without notice to the Customer, or, if more than one, to any of them (the giving of notice being expressly waived), to exercise a right of lien / set off of the balances, credits, deposits and moneys and instruments now or hereinafter in the Account against any such indebtedness or liability (whether or not then due) of the Customer; or if more than one, of any of them, to the Bank or any of its branches or group companies and / or affiliates in any jurisdiction, whether any such indebtedness or liability was incurred by the Customer, singly or jointly with any other Customer or with any other person or entity. The provision shall apply to any joint account with right of survivorship, including any account held by a husband and wife, and shall be deemed specifically authorised by each Customer. The Bank shall not be liable for dishonouring any instrument where the exercise of the right of set off results in there being insufficient funds in the Account to honour any instrument presented for payment. If the Customer avails of any loan/facilities from the Bank or any of its branches or group companies and / or affiliates in any jurisdiction the repayment of which is overdue, the Bank shall have the right to debit the Account in exercise of the right of set off, notwithstanding that by reason of such debit the Account is caused to be overdrawn. Any security created/to be created in favour of the Bank or any of its branches or group companies and / or affiliates in any jurisdiction will be available for the overdraft created due to such set off.
- 1.27 If the Account be in the name of two or more natural persons, and a joint account be indicated on the signature card establishing the Account, including any Account held by a husband and wife, shall be conclusively deemed to be held by the Customers as joint tenants with right of survivorship and not as tenants in common. Unless otherwise instructed, any one of the Customers may singly (i) make deposits to the Account, with or without the endorsement of any other payee(s); (ii) withdraw, transfer, dispose of, give receipts and acquittances for, execute powers of attorney or assignments or issue stop payment instruction in connection with and instruct as to all or any part of the balance.
- 1.28 If the Account be in the name of two or more natural persons, and a joint account be indicated on the signature card establishing the Account, the said joint account can only be closed by obtaining joint signatures of the Account holders on the closure instructions.

- 1.29 The Bank is authorized to credit to the Account, funds or instruments belonging to or payable to the Customers, or any of them, in the event of the death of any of the Customers, all rights, title, interest and claim in, to, and in respect of, the Account and the additions thereto, and the obligation of the Bank created by the Account, less all proper set offs and charges in favour of the Bank, shall vest in the surviving Customer(s) and the Account shall continue to be governed by the provisions hereof and until such time as it is closed or terminated. Upon the death of any of the Customers, the Bank will be promptly notified and provided with an official certificate as to such death. Upon death of any of the Customer, the proceeds may be transferred: (a) in case of joint account, to the surviving account holder and / or (b) in other cases, to the nominee of such account holder. Any payment made by the Bank to the nominee shall effectively be credited by the bank as a trustee of the legal heirs of the deceased customer. In the event the Account is overdrawn for any reason whatsoever, the Customers (including the estate of any Customer of whose death no intimation has been received by the Bank) shall be jointly and severally liable to the Bank for the same.
- 1.30 The Bank shall mail, or make available, any and all correspondence and statements of accounts, to any of the Customers.
- 1.31 The Bank may from time to time and at any time, in its sole discretion, for any reason whatsoever and without prior notice to any one, refuse any deposit, limit the amount which may be deposited, return all or part of any deposit or change the amount of any charges or fees for Services hereunder or for any other transactions of whatever kind involving the Account or any part thereof.
- 1.32 The Bank may also without the consent of the Customer amend its General Terms and Conditions, rules and regulations and the tariff from time to time. The Bank will display the said amendment on the notice board/ Website and the same will be effective from that day onwards. All changes of whatever nature that may be required by any governmental or other authority having jurisdiction over the General Terms and Conditions and/or the Account, or the proceeds thereof, shall be deemed operative as to the Account, without notice to the Customer, from the time under law, rules, regulations or other matter, requiring any such change, becomes effective.
- 1.33 The Customer hereby agrees to be governed with regard to all deposits and withdrawals and all other transactions or matters pertaining to the Account, or to which the following may apply, by the provisions of these General Terms and Conditions and by the rules and regulations of the RBI and any law of the Government of India applicable to the Account, or by any applicable clearing house rules, and by the charter, by-laws and rules and regulations of the Bank all as the same are now in force or may hereafter be amended or changed.



- 1.34 The Customer shall indemnify and hold the Bank harmless against any and all loss, damage, cost or expense (including reasonable attorney's fees whether litigation be involved or not, and if involved, whether at the trial or appellate levels or in pre-or post-judgement proceedings) incurred by the Bank in connection with any claim, demand, action, cause of action or administrative investigation or proceedings arising from any alleged violation of any of the laws, rules or regulations by the Customer or by the Bank when acting upon the instructions or order of the Customer or from any failure of the Customer to comply with these General Terms and Conditions.
- 1.35 If a claim is made to the Bank for the recovery of any part of any collected instrument (including any instrument cashed for the Customer) after final payment thereof, on the ground that such instrument was altered or bore a forged or unauthorised signature or endorsement or was otherwise not properly payable, the Bank may withhold the amount thereof from the Account until final determination of such claim.
- 1.36 Except as otherwise provided herein, no waiver or modification hereof shall be deemed to be made by the Bank, unless in writing and duly executed on behalf of the Bank and each waiver or modifications, if any, by the Bank shall apply only to the specific instance involved.
- 1.37 **Disclosure:**
- 1.37.1 The Customer understands and acknowledges that the Bank may be required to disclose the details of any of its Customers, including but not limited to, the details relating to signature/data, KYC details and other documents as required by applicable law (including but not limited to Rules 114F to 114H of the Income Tax Rules, 1962), and in this regard, the Customer authorises the Bank to make such disclosures, as and when required and / or deemed necessary.
- 1.37.2 In particular, pursuant to Article 1649 of the AC of the Tax Code, the French financial institutions (including the Bank) are required to perform all procedures for identifying financial accounts and the persons to be reported in a statement in accordance with the framework of agreements to enable the Automatic Exchange Of Information for tax purposes as signed by France. The Bank is also required under its policies to obtain detailed information about the accounts of its Customers.
- 1.37.3 In this regard, the Customer agrees to provide to the Bank, upon request, an application form titled "tax residence self-certification" and / or such other information as the Bank may require or request as regards itself and / or its financial dealings to enable the Bank to comply with its policies and / or applicable law. The Customer shall also upon the Bank's request, provide any additional documents that the Bank deems relevant to the successful completion of due diligence

in the performance incumbent upon it. It is clarified that the Bank shall not be required to disclose the reason for seeking such disclosure to the Customer.

- 1.37.4 The Customer is informed and it consents that the Bank may have to communicate any information about the Customer directly or indirectly to the relevant authorities, including the French tax authorities for transmission to local authorities of the jurisdictions where the Customer, and if applicable, its beneficial owners who become the subject of a statement that has been identified as reportable and / or to such other regulator, authority or official as the Bank may in its sole and absolute discretion deem fit and / or appropriate.
- 1.37.5 The Customer further acknowledges and consents that the following information can be disclosed and / or reported:
- (a) The identity of the Customer (name, address, place of residence for tax and the Customer Tax Identification Number [NIF] and the name, address, NIF and date and place of birth of each of its beneficial owners to be the subject of a statement) including information on financial accounts (balance or value range on the Account at the end of the calendar year or, if the Account was closed during the year or the period in question, the closure of the Account);
  - (b) financial income paid or credited on the Account, in particular:
    - (i) the total gross amount of interest, the total gross amount of dividends and the total gross amount of other income generated by the assets held in the Account, paid or credited to the Account (or under the Account) during the calendar year or other period of appropriate reference; and
    - (ii) the total gross proceeds from the sale or redemption of property paid or credited to the Account during the calendar year or other appropriate reference period for which the Financial Institution Reporting acted as custodian, broker, nominee or representative of the Customer.
- 1.37.6 Further, the Customer undertakes to promptly inform the Bank of any change in the information carried by it in the “tax residence self-certification”, or any change in the additional information, immediately upon such change. The Customer also undertakes to promptly provide the Bank without delay, if requested, a “tax residence self-certification” or any additional material due to a change in circumstances including, but not limited to any change of the registered office or shareholding of the Customer and / or its beneficial owner. If such information is not provided, the Customer is informed that the Bank will consider the Customer as a resident of the

jurisdiction in which the latter stated to be resident in the original “tax residence self-certification” and/or the jurisdiction in which the Customer may be resident on account of changed circumstances.

- 1.38 Any Account, Service, Facility and these General Terms and Conditions shall be governed by and construed in accordance with the laws of India and the Customer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Mumbai. The Bank shall have the right, but not the duty or obligation, to take legal action against the Customer in the jurisdiction of the Customer’s place of residence or domicile or any other jurisdiction.