



TERMS AND CONDITIONS - CASH MANAGEMENT SERVICES

1. DEFINITION:

In these terms and conditions (hereinafter referred to as “**Terms and Conditions**”), the following words and phrases have the meaning stated hereunder unless indicated otherwise:

“**Account**” shall mean any bank account of the Client with Bandhan Bank Limited (“Bandhan Bank”) designated as eligible account by Bandhan Bank for the Cash Management Services.

“**Agreement**” shall mean and include any agreement executed between Bandhan Bank and the Client in respect of providing any Services by Bandhan Bank under its cash management services to the Client.

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

“**Channels**” shall mean e-mail, letters, branches, network connection of web interface of Bandhan Bank or interface installed at the Client’s server including the H2H Client Server or other electronic communication method permitted by Bandhan Bank through which the Client may supply/make available the requests for transaction or Instruments, the details of the Beneficiaries and other instructions for the Services.

“**Client**” shall mean any Enterprise/Non-Individual/Corporate having an Account or requesting for availing any or all the Cash Management Services through an Application, which Application has been accepted by Bandhan Bank and the term Client shall include its customers where the context so requires.

“**CMS General Terms and Conditions**” shall mean this terms and conditions as displayed and stipulated in the Website of the Bank and deemed to be acknowledged and irrevocably accepted by the Client by entering into the Agreement.

Cut-off Timing for Services shall mean either 3 pm of any working day or 90 minutes before the end of business hours for the concerned service branch, whichever is later.

“**Facility/Facilities**” or “**Service(s)**” shall mean Cash Management Services offered by Bandhan Bank to the Client as more particularly described in the corresponding Schedules hereunder/respective agreement/s. The term “Facility/Service”, when used in the Schedules/agreement/s herein shall mean the facility covered under the respective Schedules/agreement/s.

“**Instrument**” shall mean cheques, demand drafts, electronic mandates including NACH/RTGS/NEFT mandates, pay orders and any other instruments of similar nature in respect of which services are offered by Bandhan Bank.

“**Locations**” shall mean such locations where Bandhan Bank may provide the Cash Management Services and as agreed in the Application and such other locations as may be intimated by Bandhan Bank to the Client from time to time.

“**Person**” shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm, LLP, society, an entity constituted/registered/established under the provisions of a prevailing law and any other association of persons whether registered/incorporated or not;

“**Website**” refers to the website owned, established and maintained by Bandhan Bank at the URL ‘www.bandhanbank.com’.

Capitalized terms used in the main body of the Terms and Conditions but not defined herein shall have the meaning ascribed to them in the Schedules/respective agreements. Capitalized terms used in the Schedules/respective agreements but not defined therein shall have the meaning ascribed to them in this clause. Words or expressions used in these Terms and Conditions, but not specifically defined herein shall have the respective meanings assigned to them by Bandhan Bank or Reserve Bank of India from time to time.

All references to singular include plural and vice versa and the word “includes” should be construed as “without limitation”. Words importing any gender include the other gender. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

2. APPLICABILITY AND OTHER TERMS AND CONDITIONS

2.1 The Client shall make an Application to Bandhan Bank in the format prescribed for the purpose for availing the Facility/Service. Bandhan Bank shall be entitled at its sole discretion to accept or reject any Application as may be submitted by the Client. **By applying for or availing of the Facility, the Client acknowledges as having read, understood and accepted these Terms and Conditions including all such terms and conditions stipulated for such Facility/Service under the Agreement/s together with these present and agrees to abide by the same.**

2.2 The Facility/Service shall be governed by the terms and conditions as laid down under this CMS General Terms and Conditions and also under the Agreement/s for the purpose. The terms and conditions stipulated herein shall apply to the Facility/Service not in derogation but in addition to the terms and conditions stipulated under the respective Agreement/s. However, if there is any conflict between terms and conditions stipulated herein and any specific terms and conditions stipulated in the Agreement, such terms and conditions of the Agreement shall prevail over the terms and conditions stipulated here.

2.3 Notwithstanding anything contained anywhere in this CMS General Terms and Conditions or under the Agreement, it is irrevocably agreed and accepted by the Client that mere execution of the Agreement and acceptance of this CMS General Terms and Conditions shall neither provide any right to, nor authorise the Client to claim the Services at its doorstep, unless and until Bandhan Bank receives the complete Instruction on a business day and during the normal business hours of Bandhan Bank in accordance with the procedure specified on the Website as may be updated from time to time.

2.4 Cut-off Timing Restrictions: Any transaction request for availing any Service/Facility through the branch, is to be raised by the Client within the Cut-off Timing only. Bandhan Bank shall not be under any obligation to accept/acknowledge/process/act upon any Instruction and/or transaction request received after the Cut-off Timing of the concerned service branch. Any such Instructions and/or transaction request submitted by the Client after Cut-off Timing of the concerned service branch shall be deemed to be made / raised / submitted with the concerned service branch by the next business day, without Bandhan Bank being liable to specifically communicate the same to the Client.

2A. Discrepancy Resolution for Application:

2A.1 In the event any prospective CMS customer observe/notice any discrepancy in the forms/formats/instructions stipulated by Bandhan Bank for the purpose of making Application, such issues related to the discrepancy faced/observed/noticed by such prospective CMS customer are to be raised forthwith by them in writing with the Bandhan Bank through its concerned service branch.

2A.2 Bandhan Bank shall be at liberty to ask the prospective CMS customer to raise the issues faced/observed/noticed regarding such discrepancies, as mentioned under clause 2A.1 hereinabove, in such written format, as it may deem fit and proper.

2A.3 After receipt of such written communication from the prospective CMS customer as mentioned hereinabove, the said branch or the concerned relationship manager shall take up the issue and if required shall call for such additional information as may be required for an effective resolution of the issue. Not later than T+30 days from the date of raising the issue by the prospective CMS customer in writing, as mentioned hereinabove, Bandhan Bank shall resolve the issue and communicate the same to the prospective CMS customer, failing which Bandhan Bank will provide necessary assistances to the Client for initiating a fresh Application for the purpose.

3. SIGNATORIES

The Client shall, from time to time, furnish to Bandhan Bank, the specimen signatures of its authorised representatives who are authorised to execute/endorse Instruments and receive or collect Instruments and provide instructions to Bandhan Bank on behalf of the Client.

4. FORCE MAJEURE

Bandhan Bank's obligations contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to Force Majeure event, [which would include any event beyond the reasonable control of Bandhan Bank, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, outbreak of pandemic/epidemic, acts of God, civil commotion, strikes or industrial action of any kind (including concerning the pickup agency or the correspondent banks), riots, insurrection, war or acts of government, loss of Instruments by the pickup agency / correspondent banks, changes in legislation and other allied acts of regulatory nature] then Bandhan Bank shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within any such obligations capable of being fulfilled. Bandhan Bank shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

5. COMMUNICATION

The Client agrees that Bandhan Bank may send information including data, statements and reports to the Client relating to the Facility/Service via electronic mail to an address designated by the Client for that purpose in the Application. The Client recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Client agrees that Bandhan Bank shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will Bandhan Bank be liable for any error, omission or delay in the services provided by any internet service provider or any third-party service provider on whose performance Bandhan Bank is dependent for transmitting such information or data. Bandhan Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, and delay in delivery or any pecuniary loss. Bandhan Bank may need to store or transmit or require to share information about Client or the Account(s), either within Bandhan Bank or with any third party used by Bandhan Bank for providing the Services. For any such storage/transmission/sharing of information, Bandhan Bank will endeavour to maintain strict confidentiality of such information unless required by any applicable law, regulation or any competent authority, regulatory or judicial authority; or if Bandhan Bank deems such disclosure necessary to provide Services.

The Client agrees and confirms that all transactions effected by or through the Channels for giving details and/or instructions to Bandhan Bank or otherwise communicating with Bandhan Bank in connection with the Facility/Service or through other means of telecommunication as received by Bandhan Bank, shall constitute legally binding and

enforceable transactions. Bandhan Bank shall be entitled to rely and act on any communication through the Channels, which originate or appear to originate from the Client and such actions shall be fully binding on the Client.

6. REPRESENTATIONS AND WARRANTIES

The Client represents to Bandhan Bank that:

- i. The Client has requisite authority and power to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for execution of the application and availing of the Facility.
- ii. Availing of the Facility/Service from Bandhan Bank does not or shall not violate or conflict with any law applicable to and governing the Client and/or any regulatory requirements, any provision of the Client's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. Provided that the Client shall intimate Bandhan Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the Facility/Service.
- iii. The Client shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India from time to time) in connection with the Facility.
- iv. Whether or not the Services achieves their goals or objectives for the Client, responsibility for the same shall rest entirely with the Client and the Bandhan Bank shall not be liable for the same under any circumstances.
- v. The Client shall be solely responsible for any acts, errors, omission or fraud on the part of its employees or agents.
- vi. The Client hereby agrees that Bandhan Bank will not be liable for dishonour of any Instrument(s) issued by the Client or any third party or any consequences thereof for whatsoever reason including reason of delay or non-performance of the Facility/Service, including consequences under Section 138 of the Negotiable Instruments Act, 1881. The Client shall be solely liable for ensuring availability of sufficient funds in the Account or in the account on which such instrument has been drawn, as the case may be, at all times for avoiding liability under Section 138 of the Negotiable Instruments Act, 1881.
- vii. The Client hereby agrees that the Facility/Service will not be utilized for any type of bearer Instruments.
- viii. Client will be solely responsible for the completeness and accuracy of instructions as specified by Bandhan Bank from time to time.
- ix. The Client hereby irrevocably agrees to and consents that Bandhan Bank may disclose at any time and share with or in any manner make available to any agencies, bureaus, Affiliates, firms, associations, corporate bodies, banks, financial

institutions and other Persons any information about the Client where such disclosure is necessary under law or where there is a duty to the public to disclose such information or where the interest of Bandhan Bank requires such disclosure. Additionally, Bandhan Bank may disclose such personal and financial information about the Client that is in the public domain.

- x. The Client shall be bound by any instruction executed by Bandhan Bank if Bandhan Bank had executed the instruction(s) in good faith. The Client authorises Bandhan Bank to debit the Account and/or exercise right of setoff for any liability incurred by Bandhan Bank for and due to the execution of any payment instruction issued by the Client to Bandhan Bank.
- xi. The Client understands and agrees that Bandhan Bank will have no obligation to comply with any payment instruction or to transfer any fund/s that exceeds the available funds in/available limit on the Account.
- xii. The Client further agrees that in case the Client commits default in the repayment of any dues that may arise as a result of the Facility/Service provided by Bandhan Bank or interest there on or any of the amounts that may be due to Bandhan Bank or any costs, charges and expenses incurred by Bandhan Bank on the Client's account, Bandhan Bank and/or RBI and/or Credit Bureaus will have an unqualified right to disclose or publish the Client's name (including the name of the directors) as defaulter in such manner and through such medium as Bandhan Bank and/or the RBI and/or Credit Bureaus in their absolute discretion may think fit.
- xiii. The Client agrees that Bandhan Bank may appoint an agent or agents on behalf of the Client for providing the Service at the sole risk and responsibility of the Client.

7. TERMINATION OF THE FACILITY

The Client may discontinue or terminate use of any or all the Facilities/Services hereunder by giving minimum 30 days prior written notice to Bandhan Bank. Provided that such termination shall not affect the Client's liability to fulfil and complete its obligations in connection with the Facility(ies) /Services already availed, discontinued or terminated, including without limitation, liquidation of Instruments, payment of interest and services fees or charges, refunds to Bandhan Bank, etc. The termination of the Facility(ies) shall not affect any accrued rights and liabilities of the Client and Bandhan Bank.

Bandhan Bank reserves the right to terminate or suspend any or all the Facilities, in whole or in part, forthwith, at any time without assigning any reason by notifying the Client either through its Website, email or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of any or all the Facilities, the privileges may be reinstated by Bandhan Bank at its sole discretion. Subject to statutory/regulatory compulsions, Bandhan Bank would endeavour to give reasonable notice before termination.

8. INDEMNITY

8.1 The Client agrees to indemnify, without delay or demur, Bandhan Bank and its agents and keep Bandhan Bank and its agent indemnified harmless at all times from and against any and all actions, claims, suits, proceedings, demands, damages, losses, costs, and expenses (including attorney's fees) which Bandhan Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- i. Any loss, mishandling or misuse of Instruments or issuance by Bandhan Bank of duplicate demand drafts or other Instruments;
- ii. Defect in or absence of title of the Client or the Beneficiary under the Instruments or forgery or alteration of the Instruments;
- iii. Any Instruments that are returned or are unpaid or any Instruments that are dishonoured;
- iv. Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- v. Any error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct of the Client's employees or any agents, third party consumers.
- vi. Any claim by any beneficiary, consumer, customer or third party in relation to any Instrument or otherwise;
- vii. Breach of any obligations, representations or warranties/ any of these terms and conditions by the Client.
- viii. Any inaccuracy, error or omission of any data, information or message as provided by the Client or as provided by the customers of the Client in their Instruction, or the transmission or delivery of any such data, information or message as provided by the Client or the customers of the Client;
- ix. Any payment/s against counterfeit or forged Instruments.
- x. Any stop payment instructions by the Client or the customers of the Client;
- xi. Any unauthorized modification to the Network Connection.
- xii. Honouring by Bandhan Bank, whether at their discretion or on request of the Client, of instruments presented to them, whether in conformity with the terms of this terms and conditions or not.
- xiii. Any defects in printing of the cheques under Internet Based Cheque Writing facility or Reconciliation or any rejection of cheques by Reserve Bank of India
- xiv. If Bandhan Bank becomes part of a fraudulent transaction due to non-adherence of good practices as suggested by Bandhan Bank by the Client. All indemnities given by the Client to Bandhan Bank shall survive the termination of the Facility.

8.2 The Client hereby undertakes and agrees to indemnify Bandhan Bank and hold Bandhan Bank harmless and keep Bandhan Bank at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of Bandhan Bank on a solicitor and own client basis) awards, damages, losses and/or expenses however arising directly or indirectly as a result of the breach of the Terms and Conditions by the Client or/and otherwise relating to the rendering by Bandhan Bank of

the Services. In the event of Bandhan Bank being entitled to be indemnified pursuant to the provisions of this Agreement, Bandhan Bank shall be entitled to accordingly and to such extent debit the Client's Account or any other account that the Client may have with Bandhan Bank, either singly or jointly with one or more person(s), irrespective of any dispute that the Client may have in respect of such payment.

8.3 The Client hereby indemnifies and agrees to keep the Bank indemnified against all and any costs, losses, damages, expenses (including all legal expenses on a full indemnity basis) or other liability sustained or incurred by the Bank as a result of the Bank accepting and acting on an Instruction given or deemed to have been given or purportedly given by the Client or any fraud or breach of any terms of this Agreement by the Client.

8.4 The Client hereby agrees to indemnify the Bank against all and any costs, losses, damages, expenses (including all legal expenses on a full indemnity basis) or other liability sustained or incurred by the Bank as a result of (a) incorrect Instructions by the Client (b) or (c) failure of the Client to ensure sufficient balance in the Account for processing the Instruction or (d) or any third party claim arising either directly or indirectly as a result of the Bank providing the Services to the Client.

8.5 The Client acknowledges and accepts that unsecure transmission methods such as sending information through the message centre and permitting Bandhan Bank to act on the basis of the same without verifying the username and password involve the risk of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever purposes. The Client agrees and undertakes not to hold Bandhan Bank responsible/ liable for any such misuse and further agrees to hold Bandhan Bank indemnified, saved, free and harmless from all losses, costs, damages, expenses that may be incurred by Bandhan Bank (hereinafter referred to as "Losses") due to any errors, delays or problems in transmission of instruction or acting upon the same or unauthorized/ illegal interception, alteration, manipulation of data or otherwise caused by reason of the Client sending unsecure instructions/ information to Bandhan Bank using the message centre facility offered by Bandhan Bank. The Client further indemnifies Bandhan Bank and agrees to hold Bandhan Bank saved, indemnified and harmless from time to time and at all times from and against any and all Losses that the Bank may incur as a result of Bandhan Bank processing and clearing a transaction requested by the Client even where there are insufficient funds in the account of the Client.

9. LIMITATION OF LIABILITY

9.1 Bandhan Bank shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery or storage of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. For this clause data shall include Data File.

9.2 Under no circumstances shall Bandhan Bank, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of Services or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the Services or any inability of Bandhan Bank to receive instructions, directions, orders or other communications from the Client or customers of the Client or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of the Bank under this Agreement shall not exceed the service charges received by the Bank from the Client under the Services in the in the three (3) months immediately preceding the date of the claim.

10. AMENDMENT TO THE TERMS

Bandhan Bank has the absolute discretion to amend or supplement any of the Terms and Conditions at any time and that Bandhan Bank will endeavour to give notice of the same by email or by displaying the amended Terms and Conditions on the Website or in any manner, it may deem fit, and such amended terms and conditions will thereupon apply to and be binding on the Client. The Client shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website of Bandhan Bank and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Services.

11. AGENTS

The Client acknowledges that Bandhan Bank may appoint agents/third parties e.g. courier agents for rendering Services to the Clients from time to time.

12. SEVERABILITY 12.1 If any provision of the Agreement is held to be illegal, invalid or unenforceable under any present or future Law and if the rights or obligations under the Agreement shall not be materially and adversely affected hereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part thereof; (c) the remaining valid provisions of the Agreement shall remain in full force and effect shall not be affected by its severance here from.

12.2 If any terms or provision of the Agreement is declared as invalid by an order of a court or tribunal or authority of competent jurisdiction, the remaining terms and provisions of the Agreement shall remain unimpaired and be in full force and effect.

13. NON-TRANSFERABILITY

The Facility/Service is not transferable under any circumstance and shall be used only by the Client.

14. ASSIGNMENT

The Client shall not assign its rights or obligations under the Facility/Service to any person. Bandhan Bank may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Client.

15. WAIVER

The failure on the part of the Bank or its outsourced agency to insist upon the performance of any terms and conditions of this Agreement or to exercise any right or privilege conferred under the terms and conditions of the Agreement, or to demand any penalty resulting from any breach of any of the terms or conditions of the Agreement, shall not be construed as a waiver on the part of the Bank or its outsourced agency of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, and such waiver will not affect any subsequent breach or subsequent action in that behalf.

16. BANKER'S LIEN AND SET-OFF

Bandhan Bank shall have the banker's lien and right of set-off, on the deposits, funds or other property of the Client with Bandhan Bank, whether held in single name(s) or jointly with any person(s), to the extent of all outstanding dues, whatsoever, arising as a result of or in connection with the Facility.

17. ADVERTISING OR PUBLICITY

The Client shall at no time use or associate the name or marks of Bandhan Bank with its own name or refer to Bandhan Bank in any advertising or publicity releases or during any

of its promotional or marketing activities without the prior written consent of Bandhan Bank.

18. FURTHER ASSURANCES

In connection with the Facility/Service, the Client agrees to execute and deliver such definitive agreements and additional documents and perform actions as may be necessary or reasonably requested by Bandhan Bank. The Client also agrees to execute and deliver such other documents/applications/declarations/instructions and perform such actions as may be necessary or reasonably requested by Bandhan Bank to carry out or evidence the transactions/services carried out or contemplated under the Facility/Service.

19. SURVIVAL OF PROVISIONS

The terms and provisions of the Agreement that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the expiry and termination of the Agreement.

20. THIRD PARTY RIGHTS

A person who is not a party to these Terms and Conditions (other than an Affiliate of Bandhan Bank) shall have no right to enforce them.

21. DISCLAIMER

21.1 Bandhan Bank shall use best efforts in providing Facility/Services to the Client. All arrangements are exclusive of intervening Bank Holidays and Sundays for clearing purposes i.e. on a working day basis only and the Client unconditionally agrees and understands that the credit to the Client or payout on behalf of the Client would be made after considering the intervening bank holidays after deposit of Instrument. The entries in Bandhan Bank's books as well as in the correspondent bank's books kept in the ordinary course of business of Bandhan Bank with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the Client unless in the event of there being any patent mistake or error therein.

21.2 Bandhan Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Client in connection with the Facility/Service. Bandhan Bank makes no express or implied warranty with respect to the Facility/Service. Bandhan Bank makes no warranty that (i) the Facility/Service will meet all the requirements of the Client; or (ii) the Facility/Service will be uninterrupted or timely. The Client shall not hold Bandhan Bank responsible for any breakdown/interruption/delay/failure or any technical flaw in the Website, Internet or the related services provided by internet service providers or other

telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Client.

21.3 Bandhan Bank shall not be liable for any fraud, misconduct, act, omission or negligence of the agents or correspondent banks appointed by Bandhan Bank or the Client for the purpose of the Facility/Services hereunder. Until the Instruments are delivered to Bandhan Bank at the branch office and duly acknowledged by an authorized representative of Bandhan Bank, the Client shall be solely responsible for safekeeping and security of the Instruments.

22. MISCELLANEOUS CLAUSES

a) Clause headings are inserted for convenience and shall not be deemed to affect the interpretation of these terms and conditions.

b) The Client and Bandhan Bank shall continue to be the owner of its respective trademarks, copyrights and all other proprietary rights and neither shall use any trade mark, logo or copyright of the other party without permission in writing of the party who owns such proprietary rights.

c) These terms and conditions override and supersede all prior writings and oral understandings between the parties hereto and accordingly in the event of any contradiction between any earlier writings and / or understandings and these terms and conditions, the provisions contained in these terms and conditions shall prevail. It is expressly agreed by and between the parties that all further additional documents and / or writings that may be executed shall be deemed to be a part and parcel of these terms and conditions and the same shall in no way be treated as a substitution or amendment unless expressly so provided and mutually agreed upon.

d) Any notice or notification or other written communication pursuant hereto shall be addressed to Bandhan Bank at the address/contact details mentioned herein below and to the Client at the address/contact details specified in the Application. Each such notice or notification or other written communication shall be effective:

i. if given by, when such is transmitted to the number specified herein/in the Application, as the case may be, and the appropriate answer back is received, or

ii. if delivered by courier service, 48 hours after such communication is delivered to the courier service, shipping charges paid and properly addressed, or

iii. if given by e-mail, when the message regarding the delivery of such mail is received by the notifying party; and

iv. if given by any other means, when delivered at the address specified herein/in the Application, as the case may be to Registered Office: DN 32, Salt Lake City, Sector –V, Kolkata -700091.

e) This Terms and Conditions along with product specific Agreement/ terms and conditions, email Indemnity, Application Form and any other ancillary document as and when required for Services shall form the entire agreement between the Parties in respect of the Services.

23. NON EXCLUSIVITY

It is agreed by the Parties that the Agreement is on a non-exclusive basis and the Parties are at liberty to enter into similar agreements with others.

24. RELATIONSHIP

The Client's relationship with the Bank is that of an independent contractor, and nothing in this Agreement shall be deemed to constitute a partnership or employer-employee relationship between the Parties hereto.

25. THIRD PARTY BENEFICIARIES

Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than of the Bank and the Client.

26. FURTHER ASSURANCE

Each of the Parties hereto shall co-operate with the others and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.