CORPORATE INTERNET BANKING (CIB) – ONLINE TRADE FINANCE SERVICES CORPORATE ONBOARDING FORM

Bandhan Bank

New CIB User ☐

Existing CIB User ☐

*Tick whichever applicable

Particulars	Business Details		
Name of the corporate customer			
Group ID			
Current account number			
Customer ID			
Purpose			
	New registration for availing E Trade offered by Bandhan Bank Ltd. under Corporate Internet Banking	Yes No	☐ ☐
	Modification of ________________	Yes No	☐ ☐

Authorised User for Online Trade & Rights

We, ___________________________ wish to make this application for the purpose as mentioned above and for the same, following users ("Authorised Users") shall be authorised for accessing Corporate Internet Banking services ("CIB") for Trade Finance facilities availed/to be availed by us in addition to accessing our Current Account and details of such authorisation of the Authorised Users are as mentioned below:

CIF ID as applicable	Name	DOB (DD/MM/YYYY)	Mobile no.	Email ID	Access type (View/Input Provider/Auth/ No Check**)	Transaction limit

**Access type option of no checker is applicable for HUF/Proprietorship only.

Pursuant to the nominations made hereinabove in favour of the aforementioned Authorised Users, Bandhan Bank Ltd. is hereby requested to generate and provide the necessary user access, login ID and password to the aforementioned Authorised Users as per the requirement and user category as mentioned hereinabove, under Corporate Customer's CIB to enable the Corporate Customer to also access online services with respect to the E Trade facilities availing by the Corporate Customer.

The Corporate Customer, through its authorised person(s) signing this application hereby confirms, agrees and acknowledges (i) that the information provided herein is complete and accurate, and (ii) they have read, understood and agree to the Terms and Conditions enumerated hereunder for the aforementioned online services under CIB for Trade Finance facility.

CIF ID	Name of Authorised User	Access type	Signature	Date (DD/MM/YYYY)

WB-TB/AF-CIB/OA/080526/01/V-01

TERMS & CONDITIONS

1. DEFINITIONS

The standard general terms and conditions as applicable for Bandhan Bank's Corporate Internet Banking platform and as hoisted in Bandhan Bank's website, shall be applicable herein. The terms and conditions (hereinafter **"Terms and Conditions" or "Terms"**), are in addition to the terms applicable for Bandhan Bank's Corporate Internet Banking platform and unless the context indicates otherwise, the following words and phrases shall have the meanings indicated against them:

1.1 **"Bank"** shall mean Bandhan Bank Limited, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949; CIN - L67190WB2014PLC204622, having its registered office at DN 32, Sector V, Salt Lake, Kolkata-700091 and corporate office at Adventz Infinity@5, BN-5, Sector-V, Salt Lake City, Kolkata-700091.

1.2 **"Corporate Customer"** or **"Customer"** shall mean the Person desirous of availing the Services from the Bank.

1.3 **"Current Accounts"** shall mean any current account of the Customer maintained with the Bank, so designated by the Bank to be eligible account(s) for the operations and accessing trade finance services under the Corporate Internet Banking Services.

1.4 **"Confidential Information"** refers to the information obtained by the Customer through the Bank for availing various services through Bank's website.

1.5 **"Instruction"** means any request or instruction that is received from the Customer by the Bank through Corporate Internet Banking services **("CIB")**.

1.5 **"OTP"** refers to one time password that would be sent to a Customer's designated mobile number as well as email ID registered on the Bank's record.

1.6 **"Person"** shall mean and include company or corporation, trust, sole proprietorship, partnership firm, Limited Liability Partnership, society, HUF and any other association of persons whether registered or not.

1.7 **"Services"** shall mean online access through Customer's CIB to the E Trade facilities sanctioned and granted to the Customer by the Bank including but not limited to Letters of Credit (LC), Bank Guarantees (BG), Import/Export Remittances, Bills for Collection/Discounting.

1.8 **"System"** shall mean Bandhan Bank's Corporate Internet Banking (CIB) integrated with Trade Finance facility availed/to be availed by the Customer through Corporate E Trade online platform.

1.9 **"User"** shall refer to the Customer or such persons of the Customer as mentioned specifically in the application made and who is duly authorised by the Customer to have access right to System.

2. APPLICABILITY

2.1 These Terms and Conditions mentioned herein forms the contract between the User/Customer availing the Services and the Bank. By applying for the Services and accessing the Services, the User acknowledges and accepts these Terms and Conditions.

2.2 Any conditions relating to the Current Accounts of Customer other than these Terms and Conditions will continue to apply except that in the event of any conflict between these Terms and the Account conditions, these Terms and Conditions will continue to prevail.

2.3 These Terms and Conditions shall remain valid until it is replaced by another agreement or terminated by either party or Account is closed, whichever is earlier.

2.4 These Terms and Conditions will be in addition to and not in derogation of the Terms and Conditions relating to any Account(s) of the User and/or to those relating to services/facilities offered by Bandhan Bank and availed by the User/Customer(s).

3. ELIGIBILITY & ONBOARDING

3.1 The Customer shall be eligible to avail the Services subject to Bank's internal policies, credit assessment, due diligence requirements, and regulatory obligations. Availability of the Services shall be at the sole and absolute discretion of the Bank and shall be subject to prior approval by the Bank.

3.2 The Customer shall furnish to the Bank, all such information, documents and authorisations, in such form and manner as desired by the Bank, including but not limited to:

- 3.2.1 Certified copy of Board Resolution and/or Authorised Signatory List evidencing authority to avail the Services and issue instructions;
- 3.2.2 Know Your Customer (KYC) documents and constitutional documents of the Customer;
- 3.2.3 Valid trade licenses, statutory registrations, and Import-Export Code (IEC), wherever applicable;
- 3.2.4 Any additional information or documentation as may be required under applicable law or by the Bank.

3.3 The Bank reserves an unconditional right to accept or reject any application without assigning reasons whatsoever, and without incurring any liability to the Customer.

4. SCOPE OF SERVICES

4.1 The Bank shall endeavour to provide to the User, Services regarding access and transaction for the Trade Finance availing by the Customer, such as (i) initiate and manage Letters of Credit (LC), or (ii) apply for issuance, amendment or cancellation of Bank Guarantees (BG), or (iii) initiate and process import/export remittances, or (iv) view, track, monitor trade transactions and generate reports.

4.2 The Bank may, at its sole discretion, add, modify, or discontinue any or whole part of the Services, temporarily or permanently, without prior notice. The Bank shall not be liable for any loss or inconvenience arising for such change.

5. ACCESS AND SECURITY

5.1 Subject to Clause 3 above, the Bank shall provide access of the Services to the Customer through such authentication mechanisms as the Bank may prescribe, including but not limited to (i) user identification credentials (User ID and Password); or (ii) Multi-factor authentication (MFA); or (iii) Digital Signature Certificates (DSC); or (iv) such other modes as prescribed by the Bank from time to time.

5.2 The Customer agrees and undertakes that it shall be solely responsible for maintaining confidentiality of credentials and ensuring that only duly authorised Person have access to the System.

5.3 The Customer warrants that any instruction, communication, or transaction executed using valid credentials shall be deemed to have been duly authorised by the Customer and shall be legally binding on the Customer.

5.4 The Customer shall immediately notify the Bank in writing upon becoming aware of any unauthorised access, compromise of credentials or security breach. The Bank shall not be liable in any circumstances whatsoever, in case of any unauthorised transaction undertaken and/or in case of failure on the part of the Customer to notify the Bank upon becoming aware of any unauthorised access resulting in losses or damages to the Customer.

6. AUTHORITY AND INSTRUCTIONS

6.1 All Instructions submitted by the Customer via the System shall be irrevocable and binding on the Customer once submitted, whether or not reviewed by the Customer thereafter.

6.2 The Bank shall by entitled without any obligation to act on such instructions without further confirmation, verification or authentication from the Customer.

6.3 Notwithstanding anything contained herein, the Bank reserves the right to (i) reject, defer or withhold processing of any transactions; or (ii) seek additional documents or clarifications; or (iii) conduct internal, credit, risk or regulatory checks prior to execution.

7. CUSTOMER OBLIGATIONS

7.1 The Customer undertakes that it shall (i) ensure accuracy of all information and instructions submitted; (ii) maintain adequate credit limits, margins and funds required for execution of transaction; (iii) comply with applicable laws and regulations.

7.2 The Bank shall in no circumstances be responsible or liable for any loss arising due to errors, omissions, misrepresentations or incorrect instructions provided by the Customer.

7.3 The User/Customer understands that the website/Corporate Internet Banking platform of the Bank may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays and/or failure in the processing of Instructions. The User/Customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any customer Instruction for whatsoever reason.

7.4 The User/Customer needs to get his personal computer/laptops/desktop or any other compatible system scanned on a regular basis and be updated with the latest antivirus software available. The Bank shall not be responsible in case of any data loss or theft due to the virus transmitted in the system through the usage of Corporate Internet Banking platform.

8. FEES AND CHARGES

8.1 The Customer agrees to pay all fees, charges (including but not limited to Charges related to LC/BG issuance, amendment fees, cancellation fees and remittance) and commissions applicable to the Services, as per the Bank's prevailing Schedule of Charges, as amended from time to time.

8.2 All charges are exclusive of applicable taxes (including GST) which shall be borne by the Customer.

9. PROCESSING AND TURNAROUND

9.1 The Bank shall be at liberty to process the transactions subject to (i) compliance with applicable cut-off timings; (ii) availability of limits; and (iii) compliance with regulatory and internal requirements.

9.2 The Bank shall not be liable for any delay or failure in processing transactions caused due to non-compliance of regulatory requirements by the Customer, systematic failures or due to failure on the part of third-party systems (e.g., SWIFT network).

10. DATA, RECORDS AND REPORTING

10.1 The System may provide transaction history, statements and reports for information purpose of the Customer.

10.2 The Customer agrees that such information provided by the System may not be real-time and is subject to reconciliation, and shall not be treated as final records or liable to produced before the judicial forum as a subject matter of evidence.

10.3 The Bank's own records, including electronic and manual records, shall be final, conclusive, and binding on the Customer.

11. LIABILITY AND DISCLAIMER

11.1 The User/Customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any customer Instruction for whatsoever reason.

11.2 The Bank shall not be liable for any loss arising from (i) system downtime, technical failure or network issues; or (ii) unauthorised transactions due to negligence on the part of the Customer; or (iii) losses arising from incorrect or incomplete inputs provided by the Customer; or (iv) for delay, failure and/or untimely delivery of OTP and/or SMS Alerts due to but not limited to network congestions, network failure, systems failure or any other reasons beyond the reasonable control of the Bank or its service provider(s).

12. INDEMNITY

The Customer agrees to indemnify, without delay or demur the Bank, and its officers, directors and agents and keep Bandhan Bank and its officers, directors and 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. Breach of these Terms mentioned herein.

ii. Improper use of the Services by the User/Customer.

iii. Any claims made by the third parties arising from issues related to any failure, delay or interruption of the products and/or services as provided by the Bank's Corporate Internet Banking services.

iv. The use of products/Corporate Internet Banking services in any manner which violates these Terms or otherwise violates any law, rule, conditions, or regulation.

v. Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body.

vi. Any error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct of the Customer's employees or any agents, third party consumers.

vii. Breach of any obligations, representations or warranties/any of these Terms by the Customer.

viii. Any inaccuracy, error or omission of any data, information or message as provided by the Customer or as provided by the customers of the Customer in their Instruction/mandate, or the transmission or delivery of any such data, information or message as provided by the Customer or the Customers of the Customer.

ix. Any unauthorised modification to the network connection.

x. Any frauds committed due to the Customer not adhering to good practices as suggested by Bandhan Bank.

All indemnities given by the Customer to Bandhan Bank shall survive the termination of the Services.

13. CONFIDENTIALITY

13.1 Both parties shall maintain the confidentiality of all information exchanged under these Terms, as per the extant law/regulations/guidelines except as required for performance of the Services.

13.2 The Bank may disclose information to regulators, statutory authorities, courts, or other parties as required by law or regulatory obligations.

14. SUSPENSION AND TERMINATION

14.1 The Bank may suspend or terminate the Customer's access to the Services, in whole or in part, in case of breach, security concerns, or pursuant to regulatory directives, without prior notice.

14.2 The Customer may terminate the Services by giving written notice to the Bank, subject to fulfilment of all outstanding obligations.

15. AMENDMENTS

15.1 The Bank has the absolute discretion to amend or supplement any of these Terms at any time and that the Bank will endeavour to give notice of the same by email or by displaying the amended Terms on the official website or in any manner, it may deem fit, and such amended Terms will thereupon apply to and be binding on the Customer.

15.2 The Customer shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the website of the Bank and shall be deemed to have accepted the amended Terms by continuing to use the Services.

16. GOVERNING LAW & JURISDICTION

16.1 These Terms shall be governed by the laws of India.

16.2 Any dispute under this Terms and Condition shall be subject to the courts of competent jurisdiction in Kolkata, West Bengal, India.

17. FORCE MAJEURE

The Bank shall not be liable for failure or delay due to events beyond its control including natural disasters, war, pandemics, or system downtime and failures.

18. NOTICES

Any notice, communication, demand, intimation, or instruction required or permitted to be given under these Terms ("Notices") shall be deemed to be validly given if sent in writing through any of the following modes: (i) By electronic mail (email) sent from or to the registered and official email address of the respective party; and/or (ii) By written communication delivered or addressed to the official communication address last recorded with the Bank.

For Bandhan Bank Limited

Address: ____

Authorised Signatory: ______________________________

For the Customer

Address: ____

Authorised Signatory: ______________________________

DECLARATION

- I/We have read and understood the Terms and Conditions governing the E Trade Facility under CIB as hosted on Bandhan Bank website and agree to abide by the same.
- I/We hereby declare that the information given by me/us in this request form is true and correct.
- I/We agree to indemnify Bandhan Bank for any loss or damage that Bandhan Bank may suffer or incur as a result of reliance on the documents submitted by or instructions given by the aforesaid officials.

FOR BRANCH USE ONLY

Certified that this request letter is complete in all respect & all relevant documents are obtained and verified. The request may please be processed. The request form has been personally submitted by the customer. I have satisfied myself about the identity of customer by verifying his/her KYC document and also his/her signature in the Bank's records. I have done proper due diligence for updating the records of the customer on his/her request at non-base branch/base branch.

Name of the Employee ____

Employee Code ______________________________ Branch Code ________________

Date: D D M M Y Y Y Y

Signature ____

Designation ____

Approved by (BH/ABH) (With stamp & employee ID)