

MANDATORY ENCLOSURES

Offer Letter (Charges will be as per Offer Letter)

FOR BANK RELATIONSHIP MANAGER USE ONLY

Easypay

Date of Submission of Final Reconciliation Statement: +

Apportionment Ratio (Nodal Branch + Collection Branch = 100%): Nodal _____ Collection _____

Cash and Cheque Pick-up/Deposit

Hierarchy Codes: Yes Not Applicable

Division Codes: Yes Not Applicable

(If Yes, please provide data in excel format available on FTP Link)

Day of expiry of exposure limit	
Day of Reversal	

We agree to extend the Cash Management Services on the appended terms and condition and that are stipulated as a part of this application.

Power E-Coll

Parking Account No.:

Name with Stamp & Signature of CCPH Official: _____

Employee ID: _____ Date: _____

Branch Sol ID: _____

Linked Circle Office Name: _____

Customer Segment: BAG CORP FI GB Trust

RM Name: _____ Contact No.: Employee ID:

CASH MANAGEMENT SERVICES TERMS AND CONDITIONS

These Terms and Conditions (T&Cs), including terms under respective services section govern the Cash Management Services and by signing the Cash Management Services Application Form (CMS Form) and/or by accepting the service proposal and/or by using the Bank's Cash Management Services, you agree to be bound by these T&Cs at all times.

1. Definitions

- i. "Account" shall mean any bank account of the Client other than the term deposit account(s) held with Axis Bank or any other bank in India, which is designated as eligible account by Axis Bank for the Cash Management Services.
- ii. "Affiliate" with respect to Axis Bank shall mean any Company, Corporation, Association or Other entity, which indirectly, controls, is controlled by or is under common control, with Axis Bank, where "control" (and its derivatives) means: (a) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person, or other entity through the ownership of voting securities; or (b) direct or indirect ownership in the aggregate of fifty percent (50%) or more of any class of voting or equity interests in the other corporation, person, or entity.
- iii. "Agreement" shall mean and includes this Agreement, all Schedules here to and any amendments to the same from time to time.
- iv. "Application" shall mean application(s) for availing of the Services from Axis Bank in form and manner prescribed by Axis Bank.
- v. "Authorised Persons" shall mean any person(s) authorised to operate the Account and informed by the Client to Axis Bank in writing at the time of account opening or such other person(s) authorised to operate the Account from time to time and notified by the Client to the Bank in writing.
- vi. "Client Bank" shall mean any bank that has submitted an application to Axis Bank for the purpose of availing Cash Management Services from Axis Bank for and on behalf of its own Clients.
- vii. "Channels" shall mean E-mail, letters, branches, web interface of Axis Bank or interface installed at the Client's server or other electronic communication method permitted by Axis Bank through which the Client or Client Bank may

- viii. supply/make available the requests for Disbursements or Instruments, the details of the Beneficiaries and other instructions for the Services.
- viii. "Client" shall mean any person having an Account or requesting for availing any or all the Cash Management Services through an Application, which Application has been accepted by Axis Bank and shall include the Client Bank and it's Clients where the context so requires.
- ix. "Correspondent Bank" shall mean any other Bank with whom Axis Bank has entered into arrangement for extending the Facility/Facilities or Service(s).
- x. "Execution Date" with respect to the T&Cs would mean the date on which Cash Management Services [CMS] application form has been signed by the Client or the service proposal has been accepted by the Client. 'Execution Date' with respect to payment instructions would mean the date mentioned in the respective payment instruction, being a Business Day for payment on behalf of the Client.
- xi. "Facility/Facilities" or "Service/s" shall mean Cash Management Services offered by Axis Bank to the Client as more particularly described in the corresponding Schedules hereunder. The term "Facility/Service", when used in the Schedules herein shall mean the facility covered under the respective Schedules.
- xii. "Instrument" shall mean cheques [including Post Dated Cheques {PDCs}], demand drafts, pay orders and any other instruments of similar nature in respect of which services are offered by Axis Bank.
- xiii. "Locations" shall mean such locations where Axis Bank may provide the Cash Management Services and as agreed in the application and such other locations as may be intimated by Axis Bank to the Client from time to time.
- xiv. "Person" shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm and any other association of persons whether registered or not.
- xv. "Third Party" shall mean and includes a Representative, Agent, Correspondent bank(s), Courier, Vendor or any other third party appointed by Axis Bank to provide Services under the present T&Cs.

Signature(s) of authorised signatory/ies along with the company stamp

xvi. "Website" refers to the website owned, established and maintained by Axis Bank at the URL 'www.axisbank.com'. Capitalized terms used in the mainbody of the Terms and Conditions but not defined herein shall have the meaning ascribed to them in the Schedules. Capitalized terms used in the Schedules 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 their respective meanings assigned to them by Axis 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

The Client shall make an application to Axis Bank for use of the Facility. Axis 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 T&Cs and agrees to abide by the same.

3. Authorised Signatories

The Client shall, from time to time, furnish to Axis Bank, the specimen signatures of its authorised representatives who are authorised to execute/endorse Instruments and receive or collect Instruments and provide instructions to Axis Bank on behalf of the Client. The Client shall, from time to time, provide Axis Bank the IP addresses of the transaction. Initiators who are authorized to send/receive the transaction files on behalf of the Client.

4. Communication

The Client agrees that Axis Bank may send information including data, statements and reports to the Client relating to the Facility 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. Axis Bank may need to share, store or transmit information about Client or any of the Account(s), within Axis Bank or with any agent or third party used by Axis Bank for the purpose of providing the Services. Any such sharing, storage or transmission of such information will be done on a confidential basis and Axis Bank will endeavour to maintain strict confidentiality of such information unless: (a) otherwise required by any applicable law, regulation or request of any public, regulatory or judicial authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) Axis Bank deems disclosure necessary to provide Services. Axis 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. Axis Bank shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, instruction, information or message, or (b) the transmission or delivery of any such data, instruction, 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, instruction, information or message.

5. Transfers Limited to Available Funds

Axis Bank is under no obligation to comply with any payment instruction or to make any fund transfer that would exceed the available funds in/available limit on the Account(s) designated for such payment instruction. However, if Axis Bank executes the payment instruction(s) without properly applicable funds being available in the Account, the Client shall be bound to pay to Axis Bank, principal amount together with interest and other charges payable to Axis Bank.

6. Representations and Warranties

- i. Client hereby represents and warrants that these T&Cs have been duly executed and delivered by the duly authorised representative(s) of the Client and constitutes a legal, valid and binding obligation of the Client and shall be enforceable against the Client in accordance with its terms.

- ii. The Client shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India ("RBI") from time to time) in connection with the Facility.
- iii. The Client fully understands, agrees and is satisfied with all the features of services offered including its usage for achieving the purpose for which Client is availing the services.
- iv. Client is solely responsible for the accuracy, completeness and timeliness of instructions in line with that specified by Axis Bank from time to time.
- v. Client is solely responsible for ensuring that the use of services achieves the intended purpose.
- vi. Client shall be bound by any instruction executed by Axis Bank if Axis Bank had executed the instruction(s) in good faith.
- vii. Client hereby authorises Axis Bank to debit the Account and/or exercise right of set off for any liability incurred by Axis Bank for and due to the execution of any payment instruction issued by the Client to Axis Bank.
- viii. Client will ensure the security procedure established by Axis Bank for the purpose of verifying that the payment order or communication is that of the Client or for detecting error in the transmission for the content of the funds transfer request or communication is adhered. A security procedure may require the use of some codes of algorithms or other codes identifying words or numbers, encryption mode, call back procedures or similar security devices. A security procedure once established shall remain valid until amended by Axis Bank.

7. MIS/Reports

Bank may at its sole discretion provide information including data, statements and reports to Client relating to these facility/facilities/services via (a) electronic mail to an address designated by Client or (b) any other electronic method including SMS. Client recognises that such information would be of a confidential nature and that the information may be intercepted, read, modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free. The bank does not accept liability for any delays, errors or omissions and shall bear no liability whatsoever for any direct, indirect or consequential loss arising out of such information being sent over the internet whether caused by bank or other third parties.

8. Term and Termination

These T&Cs will continue to be in effect until terminated by either party with at least thirty (30) days prior written notice to the other party. Either party may terminate one or more Services without affecting other Services. These T&Cs shall remain valid until it is replaced by another set of T&Cs or terminated by either party whichever is earlier. If, the Client suffers distress or execution or commits an act of bankruptcy or goes into liquidation or if a Court Receiver is appointed over any part of the Client's business/property, then Axis Bank shall have the right to terminate these T&Cs forthwith. Notwithstanding anything contained to the contrary, any rights, liabilities and obligations arising due to the acts done prior to the date of termination shall continue to be binding on the Client and Axis Bank and the T&Cs shall be valid and binding to that extent.

9. Provision of Services

Cash Management Services may be provided by Axis Bank either directly and/or through a third party. Client agrees that any arrangements made by Axis Bank to facilitate the quick movement of services would be acceptable to them and that they agree to the operational procedure as advised by Axis Bank. Client agrees that Axis Bank may appoint these third party/ies at its sole discretion and without Client's prior approval or knowledge.

10. Fees

The Client agrees to pay service charges including one time set-up fee and processing charges to Axis Bank, at agreed frequency for any or all of the services availed, as may be agreed between Axis Bank and the Client from time to time, and all statutory dues including applicable tax (including any Cess thereon), Stamp Duty, etc. payable in respect of these T&Cs or any other deeds or documents to be executed in pursuance hereof shall be borne and paid solely by the Client. The Client is obliged to pay stamp duty as may be applicable to this T&Cs and undertakes to pay or reimburse to Axis Bank all such stamp duty as applicable under the respective State Laws. Client hereby expressly provides consent for deduction/adjustment/recovery of applicable amount by Axis Bank before extending the services.

11. Right of Set-off

Axis Bank shall have the banker's lien and right of set-off, on the deposits, funds or other property of the Client with Axis 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.

12. Indemnity

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

- Axis Bank providing the Facility to the Client;
- Any loss, mishandling or misuse of Instruments;
- Defect in or absence of title of the Client or the Beneficiary under the Instruments or forgery or alteration of the Instruments;
- Any Instruments which are returned unpaid or any Instruments which are dishonoured;
- Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- Any error, default, fraud, negligence, misfeasance, malfeasance or misconduct of the Client's employees or any agents;
- Any claim by any Beneficiary or third party in relation to any Instrument or otherwise;
- Breach of any obligations, representations, warranties or undertakings by the Client;
- Any inaccuracy, error or omission of any data, information or message as provided by the Client, or the transmission or delivery of any such data, information or message as provided by the Client; or any payment/s against counterfeit or forged instruments/cash;
- Any unauthorized modification to the network connection/s used in relation to the Facility;
- Any Instructions including but not limited to stop payment Instructions issued by the Client;
- Payments of any Instruments fraudulently en-cashed, including chemically altered/fake Instruments;
- Any frauds committed due to the Client/its employees/representatives not adhering to good practices as suggested by Axis Bank, from time to time

12.1. The written demand by Axis Bank as to the loss/damages shall be final, conclusive and binding on the Client and the Client shall be liable to pay on demand, without any contestation/demur the amount of such loss/damage to Axis Bank.

12.2. All indemnities given by the Client to Axis Bank shall survive the termination of the Facility.

13. Limitation of Liability

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

14. Force Majeure

Axis Bank will not be responsible for non-performance or delay in the performance of one or more Services that is caused by circumstances beyond its control. Circumstances beyond Axis Bank's control include, but are not limited to, fires, casualty, breakdown in equipment, communication line or systems failure, power failure, lockout, strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war or other enactment, issuance or operation of any adverse governmental law, ruling, regulation, investigation, order or decree, or emergency that prevents Axis Bank from operating normally.

15. Notices

Except where specifically provided for, any notice, demand or other communication under these T&Cs, except where it expressly permits otherwise, shall be in writing addressed to the Client at the last address notified to Axis Bank in writing or at the registered office or corporate office address of the Client known to Axis Bank, and addressed to Axis Bank at its India office or such other address as Axis Bank may notify to the Client for this purpose. Any such notice, demand or

other communication may be delivered by post, by facsimile transmission and/or any form of electronic mode and shall be deemed to have been delivered to the Client on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission and to Axis Bank, on the day of actual receipt.

16. Change of Terms

Axis Bank may modify, terminate and/or suspend the Services including the present T&Cs to the Client anytime with or without prior notice, due to changes in rules, regulations and laws set by relevant tax authorities/regulators or due to change in Axis Bank's internal policies. Any change in these T&Cs due to the above reasons shall become applicable upon notice to the Client which Axis Bank shall endeavour to give by email or by displaying the amended Terms and Conditions on its Website or in any manner, it may deem fit. Continuance by the Client to avail the Facility after amendment of the terms and conditions shall be deemed to be acceptance by the Client of the amended terms and conditions.

17. Cancellation of Instruction

In case the Client requests Axis Bank to cancel or modify any payment instructions for whatever reason after submission of the payment instructions to Axis Bank, Axis Bank will make reasonable efforts to comply with the Client's request. However, Axis Bank shall not be liable for any failure to cancel or modify the payment instructions, if such is received at a time or under circumstances that renders Axis Bank unable to comply with the Client's request.

18. Assignment

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

19. Severability

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

20. Waiver

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

21. Advertising or Publicity

The Client shall at no time use or associate the name or marks of Axis Bank with its own name or refer to Axis Bank in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of Axis Bank.

22. Governing Law

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

23. Miscellaneous

23.1. The Client and Axis Bank shall continue to be the owner of its/their 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.

23.2. 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.

I/We have read and understood the terms and conditions (as stated above) relating to Cash Management Services facility. I/We accept and agree to be bound by the said terms and conditions and any changes made to it from time to time.

Cash/Cheque Form

CUSTOMER DETAILS

 Account/Title Name

 Account No. Customer ID

PRODUCT SELECTION & DAY ARRANGEMENT

Product	Pick-up (Y/N)	Payout Day
Cash		T+ <input type="text"/>
Axis Bank Transfer Cheques		T+ <input type="text"/>
Local Cheque Collection		T+ <input type="text"/>
Up Country Cheque Collection		T+ <input type="text"/>

(Payout day to be indicated based on Cash/Cheques deposited on the date of deposit OR of cheque before cut off time stipulated by the Bank)

 Data staging/storage Yes No

ACCOUNT DETAILS FOR COLLECTION PROCEEDS

 Credit collection proceeds to Account No.

Note: In case of multiple accounts please share it as an annexure along with Hierarchy and Division Codes

ACCOUNT DETAILS FOR RECOVERING SERVICE CHARGES

 Debit to Account No. at Axis Bank Limited, _____ Branch

INTEREST & EXPOSURE LIMITS

Exposure Limit to be set	Inter day Yes/No - Rs.	Intra day Yes/No - Rs.

CENTRALISED CHEQUE RETURN FACILITY

Centralised Returns Availed by the Customer	<input type="checkbox"/> YES <input type="checkbox"/> NO
If yes, returns will be sent to correspondence address	
If no, please mention other address	

 Please select this checkbox in case Web CMS facility is not required.

MIS DETAILS

The MIS E-mails shall be sent to E-mail IDs of the users as mentioned in the CMS Application Form.

The bank shall provide two types of MIS:

1. Deposit MIS: To capture details of all deposits & returns during the day
2. Transaction & Funding MIS: To capture details of funds credited in the customer account

Format of MIS: Excel PDF Other (Please specify): _____

ADDITIONAL INFORMATION

Please note that Maximum 5 fields are allowed, each with maximum length of 35 characters. This needs to be captured in the deposit slip while depositing cash/cheque.

Field No. 1	(Title)	Alpha	<input type="checkbox"/>	Numeric	<input type="checkbox"/>	Alpha Numeric	<input type="checkbox"/>	No. of Characters	BOX	<input type="checkbox"/>	<input type="checkbox"/>
Field No. 2	(Title)	Alpha	<input type="checkbox"/>	Numeric	<input type="checkbox"/>	Alpha Numeric	<input type="checkbox"/>	No. of Characters	BOX	<input type="checkbox"/>	<input type="checkbox"/>
Field No. 3	(Title)	Alpha	<input type="checkbox"/>	Numeric	<input type="checkbox"/>	Alpha Numeric	<input type="checkbox"/>	No. of Characters	BOX	<input type="checkbox"/>	<input type="checkbox"/>
Field No. 4	(Title)	Alpha	<input type="checkbox"/>	Numeric	<input type="checkbox"/>	Alpha Numeric	<input type="checkbox"/>	No. of Characters	BOX	<input type="checkbox"/>	<input type="checkbox"/>
Field No. 5	(Title)	Alpha	<input type="checkbox"/>	Numeric	<input type="checkbox"/>	Alpha Numeric	<input type="checkbox"/>	No. of Characters	BOX	<input type="checkbox"/>	<input type="checkbox"/>

Please attach separate annexure in case there are more than 4 users

MANDATORY ENCLOSURES

Pickup Template

DECLARATION (CUSTOMER)

Interest payable to the bank whenever the bank is out of funds due to extension of above services will be at the **base rate/PLR + _____ % p.a.** compounded with Monthly Interests rests from date of credit till the date of actual realization of instruments or recovery of funds from the customer in case of unrealized instruments

I/We hereby confirm that all information given to Axis Bank Limited, in this form is correct and accurate and want to have an exclusive cash management relationship with Axis Bank Limited. If at any stage it is brought to the notice of the Bank that any information submitted herein is suppressed /incorrect/false, or that it has been given with a view to wilfully mislead the Bank, the Application is liable to be rejected and the Terms and Conditions shall also be terminated forthwith, without revoking the bank's rights to initiate legal proceedings. I/We agree and accept that Axis Bank shall at its sole discretion, may reject/accept the application format at any processing stage.

I/We understand that Axis Bank reserves the right to provide me with the cash management service based on certain parameters and eligibility criteria as per their internal policies.

I/We hereby understand and agree that it is my/our responsibility to obtain, read and understand the Terms and Conditions related to Axis Bank Cash Management Service and hereby undertake to abide by the Terms and Conditions as may be in force from time to time. Further I/We understand and agree that use of Axis Bank Cash Management Service shall be deemed to be an unconditional and irrevocable acceptance of the said Terms and Conditions. I/We agree to pay any charges/fees stipulated by the Bank from time to time and intimated through appropriate correspondences. Axis Bank reserves the rights to directly/indirectly verify all the information stated in this Application and to seek references.

I/We further agree to accept information about new products, services and features introduced or offered by the Bank from time to time via phone/ email/SMS/direct communication from a bank official

Date:

Authorized Signatory
(Rubber Seal of Company required)

Easypay Form

CUSTOMER DETAILS

Account/Title Name

Account No. Customer ID

EASYPAY CHANNEL

Channel	Description
<input type="checkbox"/> Branch	Validated cash/cheque collections for customer walk-ins at Axis Bank branches & business correspondent (BC) outlets
<input type="checkbox"/> Online Payment Gateway	<input type="checkbox"/> Axis Bank Page Custom webpage development for corporates on EasyPay website (https://easypay.axisbank.co.in/) <input type="checkbox"/> Customer Web/App Integration with customer web/app with custom redirection functionality <input type="checkbox"/> Host-to-Host Connectivity Deep integration with customer server for real-time web service updates

ACCOUNT DETAILS FOR COLLECTION PROCEEDS

Credit collection proceeds to Account No.

ACCOUNT DETAILS FOR RECOVERING SERVICE CHARGES

Debit to Account No. at Axis Bank Ltd., _____ Branch

MIS DETAILS

Types of MIS provided:

The bank shall provide two types of MIS to the below-mentioned mail IDs at EOD.

1. Transaction MIS: To capture details of all success/failure transactions
2. Funding MIS: To capture details of funds credited in customer account

Format of MIS: CSV (Excel) Corporate Portal

MODES OF COLLECTION

Please tick the checkbox for the required modes of collection

- | | | |
|--|---|---|
| <input type="checkbox"/> Cash | <input type="checkbox"/> Debit Cards | <input type="checkbox"/> RTGS/NEFT |
| <input type="checkbox"/> Cheque/DD/PO | <input type="checkbox"/> Credit Cards | <input type="checkbox"/> UPI |
| <input type="checkbox"/> Multi Bank Retail Net Banking | <input type="checkbox"/> Multi-Bank Corporate Net Banking | <input type="checkbox"/> Rupay Debit Card |
| <input type="checkbox"/> POS/EDC Terminal | <input type="checkbox"/> FreeCharge wallet | |

1. I/We understand/confirm that Transaction Settlement of the Net Amount from all the payment modes opted for will be released within 7 business days.
2. Bank to not accept payments from aggregator if transaction status is not clear on T and report the same to merchant as failed.
3. The Monthly service charges to be recovered by Auto Debit to designated account of customer and shall be payable at the end of every month.
4. Liability of the Corporate/Merchant will be 100% for all chargebacks including those for Fraud related & other reasons for transaction (excepting 100% Secure Code/Verified-by-Visa transactions, for which the Corporate/Merchant is exempted from fraud related liability), including penalties for violating any MasterCard/Visa rules in force from time to time.
5. The Corporate/Merchant hereby expressly agrees not to directly or indirectly deal in the banned products/services (as specified in T&Cs) at any time during the tenure of this Agreement.
6. The Corporate/Merchant hereby expressly states that the underlying operative account to be credited is/will not be FCRA Account

7. The Corporate/Merchant hereby expressly agrees that the arrangement is subject to changes, if any, as per relevant RBI/FEMA regulations applicable from time to time.

Field in Collection Form (In case of more than 12 fields, please attach separate annexure)

Sl. No.	Field (Display Name)	Validation* (Y/N)	Dropdown** (Y/N)	Manual/Auto-Populated
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

*Validation indicates that this field/set of fields will be used as a unique identifier
 **For fields having dropdowns, please submit details in an excel file

Validations: (eg. Admission number is unique for each transaction)

Non-Operative Account No. (For Bank use only)	<input type="text"/>
Operative Account No.	<input type="text"/>
PAN No.	<input type="text"/>

MANDATORY ENCLOSURES

Pay-in Slip (Easypay Branch) Merchant Enablement (Online)

CUSTOMER DECLARATION

I/We have read understood and hereby agree to terms stated in the Terms and Conditions governing the Cash Management Services as displayed on www.axisbank.com and agree to abide by the same. I/We understand that the said terms are subject to revision from time to time and I/we agree to keep ourselves updated of such changes and be bound by the terms as are in force from time to time.

I/We hereby confirm that all information given to Axis Bank Limited, in this form is correct and accurate and want to have an exclusive cash management relationship with Axis Bank Limited. If at any stage it is brought to the notice of the Bank that any information submitted herein is suppressed/incorrect/false, or that it has been given with a view to wilfully mislead the Bank, the Application is liable to be rejected and the Terms and Conditions shall also be terminated forthwith, without revoking the Bank's rights to initiate legal proceedings. I/We agree and accept that Axis Bank shall at its sole discretion, may reject/accept the application format at any processing stage.

I/We understand that Axis Bank reserves the right to provide me with the cash management service based on certain parameters and eligibility criteria as per their internal policies.

I/We hereby understand and agree that it is my/our responsibility to obtain, read and understand the Terms and Conditions related to Axis Bank Cash Management Service and hereby undertake to abide by the Terms and Conditions as may be in force from time to time. Further I/We understand and agree that use of Axis Bank Cash Management Service shall be deemed to be an unconditional and irrevocable acceptance of the said Terms and Conditions. I/We agree to pay any charges/fees stipulated by the Bank from time to time and intimated through appropriate correspondences. Axis Bank reserves the rights to directly/indirectly verify all the information stated in this Application and to seek references.

I/We further agree to accept information about new products, services and features introduced or offered by the bank from time to time via phone/E-mail/SMS/direct communication from a bank official.

Date:

Authorized Signatory
(Rubber Seal of Company required)

E-Collections Form

CUSTOMER DETAILS

 Account/Title Name

 Account No. Customer ID

SET-UP DETAILS (please tick where applicable)

 MIS Delivery: E-mail H2H SFTP
 MIS Frequency: Hourly Daily Other: _____
 MIS File Format: Excel Text Other: _____

 One Time Set-up Charges:

POWER E-COLL

 Credit collection proceeds to Account No.

 Debit charges to Account No. at Axis Bank Ltd., _____ Branch

 Proposed Corporate Code* (Maximum 4 characters length)

 Validation Level: Online (H2H) Offline
 Sub-Client Code Validation: Yes No
 Validation Failure Action: Reject Parking Account

 Remarks: _____

*Subject to availability

NACH DEBIT

 Credit collection proceeds to Account No.

 Debit charges to Account No. at Axis Bank Ltd., _____ Branch
 Physical Scan Based (Original to be stored by Corporate or by Axis Bank) E-NACH

 Remarks: _____

MIS frequency will be daily & MIS file format will be in excel

DIRECT DEBIT

 Credit collection proceeds to Account No.

 Debit charges to Account No. at Axis Bank Ltd., _____ Branch

Scheme Name (if applicable)	<input type="text"/>
Scheme Code (if applicable)	<input type="text"/>
Registrar Contact Details (if applicable)	<input type="text"/>

 Physical E mandate Scan Based (Original to be stored by Corporate or by Axis Bank)

 Remarks: _____

MIS frequency will be daily & MIS file format will be in excel

MANDATORY ENCLOSURES

NPCI Utility Creation Form (for NACH Debit)

CUSTOMER DECLARATION

I/We have read understood and hereby agree to terms stated in the Terms and Conditions governing the Cash Management Services as displayed on www.axisbank.com and agree to abide by the same. I/We understand that the said terms are subject to revision from time to time and I/we agree to keep ourselves updated of such changes and be bound by the terms as are in force from time to time.

I/We hereby confirm that all information given to Axis Bank Limited, in this form is correct and accurate and want to have an exclusive cash management relationship with Axis Bank Limited. If at any stage it is brought to the notice of the Bank that any information submitted herein is suppressed/incorrect/false, or that it has been given with a view to wilfully mislead the Bank, the Application is liable to be rejected and the Terms and Conditions shall also be terminated forthwith, without revoking the Bank's rights to initiate legal proceedings. I/We agree and accept that Axis Bank shall at its sole discretion, may reject/accept the application format at any processing stage.

I/We understand that Axis Bank reserves the right to provide me with the Cash Management Service based on certain parameters and eligibility criteria as per their internal policies.

I/We hereby understand and agree that it is my/our responsibility to obtain, read and understand the Terms and Conditions related to Axis Bank Cash Management Service and hereby undertake to abide by the Terms and Conditions as may be in force from time to time. Further I/we understand and agree that use of Axis Bank Cash Management Service shall be deemed to be an unconditional and irrevocable acceptance of the said Terms and Conditions. I/We agree to pay any charges/fees stipulated by the Bank from time to time and intimated through appropriate correspondences. Axis Bank reserves the rights to directly/indirectly verify all the information stated in this Application and to seek references.

I/We further agree to accept information about new products, services and features introduced or offered by the Bank from time to time via phone/email/SMS/direct communication from a bank official.

Date:

Authorized Signatory
(Rubber Seal of Company required)

COLLECTION SERVICES - Easypay Annexure

Scope

EasyPay is a multi-option payment system where corporate customer payment can be collected by giving customers one or many payment options through web under a single platform. Under Easy Pay various payment channels (Debit, Credit, Net Banking, Cheque, DD, PO, UPI etc.) will be offered.

Axis Bank shall provide to the Client over-the-counter & online collection services for utility bills, insurance premium, EMIs, fees, sale of prospectus, dealer collections, etc.; including, real-time validation, instant reports and transaction updates, along with multi-modal solutions across online and offline collection modes.

Over the counter collection services would be through Axis Bank Branches providing collection of cash & cheques/DDs. Online collection services would include collection through net banking, credit card and debit card.

Consolidated MIS can be sent via H2H or to designated email IDs.

A. Collection of Cash/Transfer Cheques:

- i. Client shall provide access to the database to Axis Bank through secured mode. This link will be accessible to the branches through EasyPay for the purpose of validation before accepting cash/ transfer cheques from Client's Customers who walk into the branches.
- ii. An internal pooling account will be opened for the Client, which will be inoperative and funds will be credited to the Client on realization of cheques on the next working day. All the designated branches and extension counters of Axis Bank will be designated as collection centres.
- iii. Customer(s) will arrive at the branch counter with their cash (not in excess of Rs. 49,999/-)/ transfer cheque along with pre-printed pay-in-slips where in the transaction's unique number is printed.
- iv. Axis Bank official will login into the system accessed through the URL <http://easypay.axisb.com> and go to new collection menu option. The user has to select the company name and the type of customer. Subsequently the transaction unique number has to be selected. In case of integration a message will be sent the Client's database and by way of a response, the total amount due including the extra charges if any and last date of payment is flashed on the screen. In case no amount is due against a unique ID/ or the unique number is wrong/last date of payment of the Client's customer has elapsed, a message "no records found" will appear. In such cases the Client's customer may be advised to contact the nearest Client's office.
- v. Axis Bank officer will match the amount of cash or transfer cheque value with the amount due along with the name of the customer the info has to be provided by the Client's customer as mentioned on the pay in slip.
- vi. In case the payment is made through a Axis Bank transfer cheque, the branch official will not accept transfer cheque if the signature of the drawer in Finacle doesn't match with that mentioned on the cheque or if a discrepant cheque is presented.

- vii. Axis Bank official will accept payment exactly matching with the Net Collectible amount provided by the Client in the monthly database. This logic may change as per mutual agreement of both the parties. Once the payment is received the relevant details is to be captured by the user and the transaction will be submitted. The proceeds will be credited into a mirror account opened for the Client by Axis Bank and only clear funds will be transferred to an account as specified by the Client along with matching MIS.
- viii. If and only if the core banking transaction is successful, an acknowledgement will be viewed on screen and an acknowledgment number will be generated which will have the nomenclature of Branch Code/DDMMYY/Receipt No.
- ix. Two copies of the acknowledgement is to be printed. One copy is to be handed over across the counter to the Client's customer alongwith an acknowledgement on the counter slip of pay-in-slip. The second copy of the acknowledgement printout and the bank's copy of the pay in slip will be retained at the branch as office voucher.
- x. At the end of the day, another user will authorise the transactions entered in the EasyPay during the day and generate a scroll for the collections through the report menu option.
- xi. The day end report will be available to the Hub/Controlling branch which will provide the sum total of collections through cash and transfer cheques with the Acknowledgement number generated at Axis Bank's end with date and time of receipt. This report will be emailed to the Client on the next working day.

B. Collection of Clearing Instruments

In addition to points mentioned under aforementioned Clause A above the following will be the additional process:

- i. Only Local and At Par cheques/DD/POs will be accepted from the Client's customers if the cheques are drawn on any Bank other than Axis Bank.
- ii. The credit to the Client will be given only upon the realization of the cheque.
- iii. If the payment is made through local clearing instrument then the acknowledgement slip will be printed with a disclaimer that the Client's customers' receipt is subject to realization of the cheque.
- iv. On receipt of the fate of the instruments from the clearing house the branch will first mark returns in Finacle and regularize the zone. On regularization, the returns marked in Finacle will be updated in Easy Pay through a reversal module, without any manual intervention. The software will also mark the remaining cheques as realized in the Easy Pay software.
- v. Easy Pay module on receipt of return trigger from Finacle will update the status of the instruments in a report-registering dishonor of cheques along with reason.
- vi. At the end of the day EasyPay will generate report with the details of returned instruments in the form of a forwarding schedule addressed to the controlling hub of the bank. This info will be saved in the software as day wise downloads which the controlling Hub can download centrally and send to the Client as a report for returns.
- vii. Branch will also capture despatch no and date with POD details in the Easy pay software for return instruments sent to the Client. The above process still cannot rule out cases of instruments lost in transit for which the bank will not be responsible for non-receipt or postal

delays. Hence if the returned are not received after 15 days from the date of despatch from the branch, the cheques would be deemed to have been "Lost in Transit".

- viii. At locations where Service Branches are present, it will lodge the Client's customers' cheques in clearing and mark the returns in Finacle. On the next day the collecting branch will receive the returns from service branch and capture the returned instrument number in Easy Pay software to generate the return memo.

C. Collection through Online Mode (Easypay Online)

➤ **Debit/Credit Card transactions:**

- i. Axis Bank shall enable the merchant to receive payments made to it by a Cardholder through a Valid Credit/Debit Card and Axis Bank hereby reserves the right to appoint a third party to enable receipt of such payments, on such terms and conditions as it may deem fit.
- ii. **Use of the Facility:** In using the Facility, the Merchant agrees: i) To use information regarding a Cardholder (including name, address, e-mail address, telephone numbers, and data regarding bank accounts or financial instruments) conveyed to Merchant by consumer software designed to access the Facility only for the purpose of completing the Transactions for which it was furnished, and not to sell or otherwise furnish such information to others unless the Merchant has an independent source of such information or obtains the express consent of such Cardholder. ii) To use the Software in accordance with the terms on which the Software has been provided to the Merchant and not to attempt to modify, translate, disassemble, decompile or reverse engineer the Software, or use it for any purpose other than for the utilisation of the Facility.
- iii. **Cardholder Support:** The Merchant shall provide a commercially reasonable level of cardholder support to the Cardholders with respect to sales using the Facility. Such support shall include appropriate notice to the Cardholders of: (i) a means of contacting Merchant in the event the Cardholder has questions regarding the nature or quality of the goods or services that Merchant offers for sale and (ii) procedures for resolving disputes. If the Bank determines in good faith that the Merchant's failure to comply with this paragraph is causing an unacceptable burden on its cardholder support facilities, the Bank may suspend or terminate this Agreement.
- iv. **Authorisations:** i) The Merchant shall not accept any Order for which payment is to be made through a Valid Credit/Debit Card unless the Transaction is authorised by the Payment Gateway. ii) Axis Bank reserves the right to discontinue the service on these grounds and recover such amounts from the merchant in case it is exposed to losses due to chargebacks or disputes, be such losses to Axis Bank direct, indirect or consequential.
- v. **Transaction Handling** i) The merchant in handling transaction(s) via payment gateways must ensure that the submission of data from the Cards must be in the manner specified by the Bank (this may vary from time to time but the Bank will give prior notice of variation to the Merchant) ii) Deliver to the Cardholder a bill including mentioned of charges covered in the payment received from the cardholder through the payment gateway
- vi. **Payment to the Merchant** i) Subject to the terms of this Agreement, Axis Bank shall normally pay to the Merchant within two to seven business days, following the day on which the transactions took place, the transaction amount less the discount for all the card transactions processed and accepted by Axis Bank for all Products / Services sold through the online mode. ii) Net payments to the Merchant shall be made by Axis Bank to the account of the Merchant with Axis Bank (the

"Merchant's Account") iii) Axis Bank shall be entitled to set off and deduct from any payment due to the merchant: a) The amount of any refund due to any cardholder in accordance with the refund procedure b) Any overpayment made by the Bank due to computational/ system errors or otherwise; and d) in doing so the Bank may- 1). Debit the merchant's account forthwith; and/or 2). Deduct the outstanding amount from subsequent credits to the Merchant's account; and/ or 3). If there is no account with the Bank, or insufficient funds available therein, claim from the merchant the amount credited to the account in respect of the relative transaction/s. iv) If the Bank suspects, on reasonable ground and in its sole and exclusive opinion, that the merchant has been negligent, or has committed a breach of this agreement or act/s of dishonesty or fraud against the Bank or any Cardholder, the Bank shall be entitled to suspend all payments under this agreement to the merchant pending enquiries by the Bank and resolution of the same to the Bank's satisfaction. Upon satisfaction, even when the Bank subsequently decides to pay the Merchant, the Merchant shall neither claim nor be entitled to any interest payment or other form of additional compensation. v) Rejection of Payment: Notwithstanding anything stated elsewhere in this agreement or the annexed schedule/s, the Bank may reject payment where: i) The authorisation process cannot be completed/fails in relation to a Transaction. vi) Consequences upon rejection of payment: Where the Bank is entitled to reject payments it may: i) deduct the relevant amount from the Transaction Amount and/or payments to be made in respect of subsequent Transaction amounts until the Bank has been refunded in full; ii) demand payment of the relevant amount from the Merchant.

- vii. **Merchant Discount Rate (MDR)** In consideration of the services provided by the Bank, the Merchant agrees to pay to the Bank the Merchant Discount Rate and further charges as intimated from time to time. All applicable tax including service tax, consumption tax or value added tax whether currently in force or introduced after the date of this Agreement and any other taxes, duties, fees and charges arising out of the performance of this Agreement shall be borne by the Merchant.

➤ **D. Electronic Funds Transfer**

- i. To avail this Facility, the Client should have an Account with Axis Bank. Under this option, Axis Bank shall make the disbursements to the beneficiaries on the instructions received from the Client by way of electronic funds transfer from Account of the Client to accounts of beneficiaries maintained at Axis Bank and/or at any other bank which falls under the network of Reserve Bank of India's ("RBI") electronic mode of payments such as (i) Axis Bank net Banking, (ii) National Electronic Fund Transfer (NEFT); (iii) Real Time Gross Settlement System (RTGS) (iv) Rupay Cards (v) Other bank net banking or any other electronic mode of payment as permitted by RBI. Fund transfer shall be made by Axis Bank to the Beneficiary only if the Beneficiary is an account holder of Axis Bank.
- ii. The Client agrees that in the event the Client raises a request for disbursement to non-resident rupee account(s) of the Beneficiaries through any of the modes of electronic fund transfer specified hereunder, it shall be the duty of the Client to inform Axis Bank that the Beneficiary's account is a non-resident rupee account and further, shall provide/ execute all such documents and do all such acts, deeds and things as may be required by Axis Bank for processing such request. The Client hereby agrees that Axis Bank is under no obligation to ascertain that the Beneficiary's account is in the nature of a non-resident rupee account and the Client shall,

without delay or demur, indemnify Axis Bank and its agents and keep Axis Bank and its agents 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 Axis Bank may suffer or incur, directly or indirectly, arising from or in connection with processing such a request.

- iii. In case of NECS, ECS, NEFT and RTGS, Axis Bank shall make the disbursements to the beneficiaries accounts maintained with branches of other banks enabled for such services.
- iv. For electronic fund transfer the details of the beneficiaries shall be in such format as may be prescribed by Axis Bank and shall include all information mandated by RBI from time to time, including but not limited to name of the beneficiary, amount ,account number of beneficiary, MICR code etc. These details of the beneficiaries as may be provided by the Client to Axis Bank shall be considered as valid and Axis Bank shall not be held responsible for any error, inaccuracy or mistake in the event of the disbursements being made as per the details provided by the Client.
- v. The Client agrees that electronic fund transfer to the accounts of the beneficiary shall become irrevocable once the Client's instructions for such transfer have been executed by Axis Bank.

➤ **E. UPI- United Payment Interface**

The terms and conditions ("Terms") set out below along with Guidelines issued by National Payments Corporation of India ("NPCI") from time to time ("Guidelines") as also regulations issued by Reserve Bank of India ("RBI") and/or other regulators / statutory bodies from time to time shall govern the collection arrangement of Axis Bank Limited ("Axis Bank") agreed to be availed by any Accountholder ("UPI Facility") under Unified Payments Interface ("UPI") service provided by NPCI under its guidelines ("UPI Guidelines") and crediting account held by the merchant with Axis Bank.

Axis Bank agrees to provide the UPI Facility to the Merchant to enable it to receive payments made to it by a Customer through an Account, in respect of the Products & Services availed by them through the Merchant's Online Portal/website/Mobile Application/ /Easypay as per terms mentioned herein and Axis Bank hereby reserves its right to discontinue the same, at its sole discretion.

Definitions

Following words, when used herein either in singular or in plural forms, will carry corresponding meaning defined against them in these Terms, unless the context otherwise requires:

"Account(s)" refers to the operative current bank account(s) held and maintained with Axis Bank by the Merchant, to be used for availing of the UPI Facility.

"Accountholder" refers to the Merchant having Account(s) with Axis Bank.

"Authorizing Bank" in respect of a Customer, means the bank with whom the Customer holds his/her Account from which Customer makes the payment in respect of the Products & Services purchased from Merchant

"Customer" shall mean an user placing any order for purchasing the Products & Services offered by the Merchant and intends to use his/her account either with Axis Bank or with any other bank participating in UPI network for making the payment using the UPI.

"Guidelines" shall mean the UPI Guidelines and / or such other guidelines / circulars / regulations issued by RBI or such other statutory / regulatory authority from time to time in respect of participating in UPI network for making the payment using the UPI.

"Merchant" refers to the merchant who provides goods and services in exchange of payment by the Customer through UPI.

"NPCI UPI System" means the switch and related equipment and software owned by NPCI to provide the UPI based fund transfer and funds collection facility including the National Financial Switch;

"Payment Order" means an unconditional instruction issued by the Customer in writing or transmitted electronically to AXIS Bank to effect a fund transfer for a certain sum of money expressed in Indian rupees, to the designated account of a designated beneficiary by debiting Account(s) of the Customer.

"PSP (Payment Service Provider)" refers to banks which are allowed to acquire Customers and provide payment (credit/debit) services to Customers.

"Settlement Amount" shall mean the transaction amount less the agreed Bank Charges (referred to as MDR) and any other related charges/ fees payable by the Merchant to Axis Bank.

"Transaction" means every order that has been placed by a Customer with the Merchant for the Product(s) & Services and supplied by the Merchant.

"Transaction amount" shall mean the amount payable by the Customer in respect of the Product and / or Service purchased from the Merchant

Words or expressions used in this form, but not specifically defined herein shall have the respective meanings assigned to them by NPCI under its guidelines.

Applicability of Terms

Merchant desirous of availing the UPI Facility shall by way of a one-time registration, in such form, manner and substance as AXIS Bank may prescribe, apply for UPI Facility and AXIS Bank shall be entitled, at its sole discretion, to accept or reject such applications. The Merchant shall be provided a Virtual payment address or QR code on which the Merchant can receive funds via UPI. The Merchant accepts these Terms, which shall govern the provision of the UPI Facility by AXIS Bank. The Terms shall be in addition to and not in derogation of the Regulatory Guidelines issued from time to time by RBI or NPCI or any other authority or regulatory body.

So long as the Merchant avails the UPI Facility, it is required and deemed that the Merchant has read and understood the applicable Guidelines and agrees that the rights and obligations provided therein and in these Terms in so far as it relates to the Merchant shall be binding on the Merchant with regard to every Payment Order/Instruction issued by the Customer in his/its favour through the NPCI UPI System. Notwithstanding anything contained herein, all terms and conditions stipulated by AXIS Bank in connection with the Accounts shall continue to apply.

Scope of the UPI Facility

As UPI member bank, Axis Bank, under UPI Facility, offers an instant, 24X7 fund collection service under interbank electronic fund transfer from / through the UPI member banks to the Merchant through NPCI. Any Customer can make payment to Merchant under Easypay using Axis Mobile or Axis Pay PSP or any other Bank PSP's App under UPI network in a secure manner. Merchant availing the UPI Facility shall be subject to the following terms and conditions -

- a. Merchant will be able to avail UPI Facility under Easypay only in respect of Customer having an operative account with any bank in India authorized by RBI to provide Immediate Payment Service (IMPS), Unified Payment Interface (UPI), including the fund transfer services.

- b. Merchant agrees that Axis Bank will be providing the UPI Facility viz ; the Easypay payment Platform, as the connectivity to UPI System as extended to Axis Bank by NPCI with all secure credentials associated with it that are required to process any transaction requirement of UPI System by NPCI at their Libraries and therefore Axis Bank shall not be responsible in any manner whatsoever, for any such transactions which Merchant wants to allow its Customers to process through Easypay Payment Platform,
- c. Merchant agrees with Axis Bank that it will follow necessary process as per the UPI Payment Platform arrangement agreed between NPCI and Axis Bank from time to time and also change(s) in process as defined by NPCI from time to time and agreed between Axis Bank and NPCI and Merchant will not dispute the same.
- d. Merchant shall at all times comply with applicable laws, rules and regulations insofar as relevant to its use of the UPI Facility. Merchant will at all times comply with the all the procedural & internal guidelines set for Merchants by the Bank and / or by NPCI, for availing the said UPI Facility from time to time. If the utilization of the UPI Facility by the Merchant results in or may result in additional liability being placed on the Bank under stipulated guidelines, such utilization shall be deemed to be a violation of these Terms.

Rights and obligations of AXIS Bank

(i) AXIS Bank shall execute a Payment Order/instruction issued and duly authorised by the Customer as per NPCI operational and procedural guidelines, as amended from time to time, and credit the amount to Merchant's Account, unless: AXIS Bank has reason to believe that the Payment Order/instruction is issued to carry out an unlawful transaction or the Payment Order/instruction cannot be executed under the NPCI UPI System.

(ii) AXIS Bank shall, after execution of every Payment Order/instruction as per NPCI guidelines by the Customer credit the amount to Merchant's account with Axis Bank or other bank after deducting the charges payable thereon or raise monthly invoices with applicable taxes.

(iii) AXIS Bank for providing the UPI Facility to the Merchant shall follow the process prescribed by NPCI from time to time in this regard including but not limited to process for settling of timed out transactions within the time limit prescribed by NPCI.

(iv) Axis Bank shall make its reasonable best efforts to maintain the UPI Facility in operation 24 hours a day, seven days a week.

(v) Axis Bank shall have no liability for any failure or delay in performing its obligations under the UPI Facility and shall not be liable for any deficient or bad services in any manner whatsoever and for any loss, damages (including but not limited to direct, indirect or consequential, occurred to Merchant), expenses, litigation, etc. whatsoever that Merchant may suffer and the risks in this regard is entirely on the Merchant, if such failure or delay - (A) is caused by the Merchant's or its Customer's acts or omissions; or (B) results from actions taken by Axis Bank in a reasonable good faith ; or (C) is caused by circumstances beyond Axis Bank's control, including but not limited to legal restraints, vandalism, hacking, theft, phone service disruptions, Internet disruptions, technical failures, network failure, loss of data, not being in the required geographical range or extreme or severe weather conditions or any other causes in the nature of "Acts of God" or force majeure, (D) Is in respect of UPI System, as the connectivity to UPI System (including the secure mechanism or interface) will be extended by NPCI through UPI System to Axis Bank and secured credentials or sensitive information such as customer's MPIN, Account details, debit card number, expiry date, OTP, etc. in encrypted manner is only extended to Axis Bank and any/all secure credentials that are required to process the transaction shall be provided by the Customer which will be captured and encrypted as per the construct and requirement of UPI as settled and controlled by NPCI.

Also Axis Bank is herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by the Merchant or any other person due to any lapse in the UPI Facility owing to the above-mentioned reasons.

(vi) Axis Bank shall have an undisputed right to either modify or withdraw UPI Facility, at any point of time with or without notice, as per the applicable laws, rules and regulations (as amended from time to time) and the same shall be binding upon the Merchant.

If for any reason the UPI Facility or any component of the UPI Facility becomes, or, in Axis Bank's opinion, is likely to become, the subject of a claim of infringement, Axis Bank reserves the right to, at its option and expense, either (i) to revoke the right of the Merchant to continue using the UPI Facility as permitted under these Terms; or (ii) to replace or modify the UPI Facility or the infringing component of the UPI Facility, so that it becomes non-infringing. If, after using commercially reasonable efforts, Axis Bank is unable to cure the infringement, either Axis Bank or the Merchant may terminate the UPI Facility on written notice to the other Party.

Rights and obligations of Merchant

In using the UPI Facility, the Merchant agrees:

- i) Not to use the UPI Facility in any manner, or in furtherance of any activity (other than the Business for which the UPI Facility is being offered by Axis Bank), which constitutes a violation of any law or regulation or which may result in fraud on any person or which may cause the Bank to be subject to investigation, prosecution or legal action.
- ii) For the purpose of availing the UPI Facility, the Merchant agrees that Merchant shall take all necessary precautions to prevent unauthorized and illegal use of Merchant's Online Portal/website/Mobile Application/ Easypay offered through the UPI Facility and shall keep Axis Bank indemnified, harmless and absolved from any liability in this regard including from any loss, cost, penalty, charges, including legal fees/charge, etc.; which may cause to Axis Bank due to unauthorized and illegal use of Merchant's Online Portal/website/Mobile Application/ Easypay, in respect of any transaction done on online portal/website/Physical Store point of sales and products and services offered by the Merchant.
- iii) Customer Support: The Merchant shall alone be responsible to provide a commercially reasonable level of Customer support to the Customers with respect to sales of its goods and services using the UPI Facility.
- iv) The Merchant shall be entirely responsible for deployment of necessary resources, equipment's, facilities etc. for the provision of the Services.
- v) The Merchant shall neither use Customer's information (including name, address, data regarding bank account, etc.) for any purpose other than completing the transaction for which it was furnished nor disclose such information to a third party.
- vi) The Merchant shall be solely liable for the payment of all central, state and local levies, taxes, duties, fines and penalties (including without limitation goods and service tax, sales taxes, value added taxes, excise duties and customs duties, if any), by whatever name called, as may become due and payable in relation to the transactions/products/Services in accordance with the applicable laws and regulations.

Consideration

The schedule of charges for availing UPI Facility from Axis Bank shall be paid by Merchant to Axis Bank in accordance with the rates intimated by Axis Bank. Axis Bank reserves its rights to change the schedule of charges from time to time with mutual consent of the Merchant and shall intimate the Merchant about change in schedule of charges and any such intimation sent on registered addressed of the Merchant and/or registered e-mail address or published on its website www.axisbank.com shall be sufficient notice to Merchant intimating revision in charges.

Payment to the Merchant

AXIS Bank shall normally pay to the Merchant on T + 1 the funds received from the Customer as per UPI mechanism (as per NPCI guidelines) after deducting AXIS Bank charges plus applicable taxes.

Payment by AXIS Bank shall be made without prejudice to any claims or rights that AXIS Bank may have against the merchant and shall not constitute any admission by AXIS Bank as to the performance by the merchant of its obligations and the amount payable to the merchant.

AXIS Bank shall be entitled to set off and deduct from any payment due to the merchant or Debit Merchant account:

- a. The amount of any refund due to any Customer in accordance with the refund procedure set out under **Presentment of Transactions and Refunds**, and
- b. Any overpayment made by the Bank due to computational/ system errors or otherwise; and
- c. Any other sums due from or payable by the merchant to the Bank herein; and

In doing so the Bank may-

- i. Debit the Merchant's account forthwith; and/or
- ii. Deduct the outstanding amount from subsequent credits to the Merchant's account; and/ or
- iii. If there is no account with the Bank, or insufficient funds available therein, claim from the merchant the amount credited to the account in respect of the relative transaction/s.

If AXIS Bank suspects, on reasonable ground and in its sole and exclusive opinion, that the merchant has been negligent, or has committed a breach of this agreement or act/s of dishonesty or fraud against AXIS Bank or any Customer, AXIS Bank, at its sole discretion, shall be entitled to suspend all payments including payment of a particular transaction under this facility to the merchant pending enquiries by AXIS Bank and resolution of the same to AXIS Bank's satisfaction and the Merchant hereby agrees to the aforesaid act on the part of AXIS Bank and agrees not to raise any dispute with/against AXIS Bank. Upon satisfaction, even when AXIS Bank subsequently decides to pay the Merchant, the Merchant shall neither claim nor be entitled to any interest payment or other form of additional compensation.

Rejection / Reversal of Payment: Notwithstanding anything stated elsewhere in this document, the Bank may reject payment / reverse and/or mark lien of the amount that is credited in Merchant's Account in respect of Orders to the Merchant where:

- i) Any Order which the Customer refuses to pay because the Product / Service was not as promised or was defective or was not delivered;
- iii) Dispute raised by Customer and/or Authorizing Bank for any reason whatsoever;

The Merchant and agrees not to raise any dispute with Bank and/or raise any false allegations on the Bank in this regard.

Presentment of Transactions and Refunds

If in respect of any transaction any goods/ services are not received as described, by the Customer or are lawfully rejected or accepted for or services are not performed or partly performed or cancelled or price is lawfully disputed by the Customer or price adjustment is allowed, the Merchant to initiate a refund of all such transactions.

The Merchant agrees and accepts that Merchant Discount Rate(MDR) plus applicable taxes as specified in the Schedule of Charges of this Agreement will be applicable for all successful transactions, and MDR plus applicable taxes will not be refunded to the merchant in case of any refunds.

In the event of the Merchant failing to deliver Products to the Customer within the Delivery due date or failing to refund to the Customer for the Payment Amount of the disputed transaction and the Customer/Authorizing Bank makes a complaint to the Bank, the Bank shall intimate the same to the Merchant. In event, the Merchant fails to fulfil its obligations, i.e. deliver the Products to the Customer or provide the proof(s) of delivery of the Product, or give refund to the Customer, within a period of 7 Business Days, from the date the Bank notifies the Merchant, the Bank shall reverse the debit entries in the Customer's Payment Account or process a refund to the Authorising Bank, as the

case may be, and in turn receive credit from the Merchant Nodal Account \ Current Account for the particular Payment Amount or adjust such reversals against the Payment Amount collected from the Customers to be credited to the nodal account \ current account of the Merchant. The Merchant shall comply with such formalities and procedures and execute such further documents as the Bank may specify from time to time.

Customer Disputes Redressal

The Bank shall be entitled at any time to refuse total or partial payment to the Merchant, or, if payment has been made, to debit the Merchant's Account with such amount or to seek immediate reimbursement from the Merchant, in any of the following situations:-

- (a) The transaction is for any reason unlawful or a fraudulent transaction;
- (b) The goods and/ or services covered by the transaction are rejected or returned or the transaction or part thereof, is validly cancelled or terminated by a Customer or if the merchant fails to provide at all or to the Customer's satisfaction, goods and/ or services to the Customer
- (c) The Customer disputes the nature, quality or quantity of the goods and/ or services covered by the transaction and or the transaction itself.
- (d) The Customer disputes or denies the transaction or the sale or delivery of goods and/ or services covered by the transaction within reasons;
- (e) There has been a breach of these terms by the Merchant;
- (f) AXIS Bank reasonably believes that the transactions are irregular;
- (g) AXIS Bank is of the opinion that there are suspicious circumstances surrounding the transaction;
- (h) AXIS Bank is of the opinion that the submission is out of the normal pattern;
- (i) Any other event or circumstance which AXIS bank shall from time to time notify to the Merchant to have occurred at the date of the transaction;

Sharing of Information

The Bank will be entitled at any time to disclose any and all information concerning the Merchant within the knowledge and possession of the Bank in connection with the UPI Facility provided by the Bank, including, inter alia, information relating to the cause for termination of UPI Facility to the Merchant to NPCI or to any statutory / regulatory authority under the requirement / compliance of any statutory / regulatory provision or to any court under notice received. This clause will survive the termination of UPI Facility to the Merchant.

The Bank reserves the right to verify the information provided by the Merchant at the time of applying for UPI Facility through its own staff or third party. The Bank may thereafter seek to verify any market information that it may receive about the Merchant's business activities/ principals behind the business.

The Merchant will not, without the prior written consent of the Bank, use or disclose information howsoever obtained and in whatever form about the business of the Bank or about the Customers (including the transaction history) to any third party (other than to the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the transactions and the Merchant's insurers and professional advisors) unless such disclosure is compelled by law.

Evidence and Documents

The Merchant agrees that the following documents would be additionally maintained for records, and presented promptly to AXIS Bank for defending disputes/ Chargebacks /responding to Retrieval Requests:

- Proof of delivery of goods, wherever applicable

The Merchant shall provide such reasonable assistance for the prevention and detection of fraud in respect of any transaction/s as AXIS Bank may from time to time request.

Merchant shall ensure that adequate funds are maintained in the Merchant Account for refund transactions and for settling any chargeback raised on Axis Bank by the Authorizing bank of the customer.

Disclaimer of Liability

AXIS Bank does not hold out any warranty and makes no representation about the quality of the UPI Facility. The Merchant agrees and acknowledges that AXIS Bank shall not be liable and shall in no way be held responsible for any damages whatsoever for any transaction processed by AXIS Bank, information provided or disclosed by AXIS Bank regarding Merchant's Account(s) or any loss of any character or nature whatsoever and whether sustained by the Merchant or by any other person. Axis Bank (including its affiliates, directors, officers and/or agents) shall not be liable for any unauthorized persons accessing the records or Account(s) or Merchant's Account records or information through the use of UPI Facility. Axis Bank shall under no circumstance be held liable to the Merchant if UPI Facility access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Axis Bank. Illegal or improper use of the UPI Facility shall render the Merchant liable for payment of financial charges (to be decided by AXIS Bank) or may result in suspension of the UPI Facility to the Merchant. All the records of AXIS Bank generated by the transactions arising out of the use of the UPI Facility, including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction. AXIS Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the UPI Facility offered to the Merchant. AXIS Bank disclaims all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness for a particular purpose. The Merchant acknowledges that the Facility may not be uninterrupted or error free and agrees not to claim any dispute on AXIS Bank.

Indemnity

The Merchant shall indemnify and keep harmless and indemnified AXIS Bank, its affiliates, subsidiaries, successors, assigns for any claims, demands, actions, suits, proceedings, liabilities, losses, expenses, costs, penalty, legal fees or damages of any kind, including attorney's fees and costs of litigation, arising from claims of a third party (including claims, assertions and investigations of a governmental agency, NPCI), which claims arise in whole or part from, and/ or asserted against the Bank on account of:

- a) any acts or commissions or omissions by the Merchant in connection with the sale of Products/ Services (by the Merchant) and/or providing the UPI Facility;
- b) any act or commission or omission on the part of Merchant in the performance of terms and conditions.
- c) the negligence or wilful misconduct of Merchant or its employees or agents;
- d) a breach of an obligation of Merchant to AXIS Bank under these terms; or
- e) any loss, penalty or liability, etc. arising to AXIS Bank from the Merchant's use of the Facility.
- f) any disputes raised by the customer or authorizing bank or third party on products or services or transactions and/or and any litigation, suit or complaint filed for any reason whatsoever.
- g) use/disclosure of Customer's details/information by the Merchant, in respect of any transaction initiated/authorized by the Customer.

AXIS Bank will be entitled to have full conduct of all proceedings and negotiations relating to any such claim and in its discretion to accept, dispute, compromise or otherwise deal with the same and shall be under no liability in respect thereof to the Merchant and the Merchant will provide any assistance in connection with any such claim that the Bank may require.

Notwithstanding whatever is mentioned herein the merchant agrees that pursuant to any disputes or claim if AXIS Bank is made to refund the amount being the transaction effected by the merchant and the customer, AXIS bank shall, at its sole discretion, have the authority and be entitled to debit from Merchant Account and or claim the said amount from the merchant pending any disputes. In such an event the merchant shall forthwith pay the amount without any dispute and/or demur.

Acceptance of Charges with Recourse

The Merchant agrees that payment made in respect of which the Authorizing Bank raises a claim on AXIS Bank shall be the financial responsibility of the Merchant. The Merchant agrees to the non-payment in respect of such Order or the charging back of such uncollectable charge as the case may be without any demur or protest. The Merchant hereby authorises AXIS Bank to debit the Merchant's bank account to the extent of the aforesaid uncollectable amounts and any other moneys due for any reason to the Bank by the Merchant, or deduct the same from amounts payable to the Merchant

Assignment

The UPI Facility provided to the Merchant is not assignable but in case of the Merchant being an individual or individuals the obligations, liabilities and responsibilities herein shall bind his or their respective estates. However, AXIS Bank is entitled at any time to assign its rights and obligations herein or any of them in favour of any subsidiary or associated company of the AXIS Bank or of AXIS Bank's holding company or any other Bank or other company and to sub-contract or appoint any agent or agents to carry out any of the AXIS Bank's obligations herein.

Termination

Merchant may terminate the UPI Facility at any time by giving a prior written notice of at least 30 days to Axis Bank. However AXIS Bank may withdraw or terminate the UPI Facility at any time either entirely or with reference to a specific UPI Facility without assigning any reasons whatsoever. AXIS Bank may also suspend or terminate the UPI Facility without prior notice if the Merchant has breached any of these Terms. In the event of a breach by the Merchant of any of these terms, AXIS Bank is authorized to debit the Merchant's Account or deduct from the deposit any refund claimed in the event that there is insufficient funds available therein to claim from the Merchant. Any termination shall not affect any liabilities incurred by the Merchant prior to the termination and any provision expressed to survive or to be effective on termination shall remain in full force and effect notwithstanding termination.

The Merchant shall keep complete and accurate books, records and information of all the transactions, transaction amount, evidence and documents in terms of these Terms in a manner satisfactory to Axis Bank and the Merchant agrees to keep all such records for a minimum period of 5 years or such longer period as may be notified to it from time to time or as required under any Applicable Law / Regulations governing the UPI Facility or Axis Bank. .

The Merchant unequivocally agrees that in case of Axis Bank, its auditors (both internal and external), RBI/ Regulator/NPCI, or any other person so authorised by the Regulator wants to have access and inspection and conduct audit of the records of transactions, and other necessary information relating to this UPI Facility / transactions / services, in such an event, the Merchant shall, without demur within a reasonable time from the notice period, allow such uninterrupted inspection, examination and audit of records and shall co-operate and shall provide all assistance to the Regulator or its authorised person. Failure to do so on the part of the Merchant shall tantamount to breach of the terms of these Terms by Merchant and thereby the same shall be liable to be terminated by Axis Bank forthwith at the sole discretion of Axis Bank, without assigning any further reason whatsoever.

General Conditions

The laws of India shall govern these Terms and/or the operations in the Account(s) maintained with AXIS Bank. Any legal action or proceedings arising out of these Terms shall be brought in the courts or tribunals at Mumbai in India. AXIS Bank has the absolute discretion to amend or supplement any of the Terms as stated herein at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible. By using the UPI Facilities, the Merchant shall be deemed to have accepted the changed terms and conditions. AXIS Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Account(s) to the extent of all outstanding dues, whatsoever, arising as a result of the UPI Facility extended to and/or used by the Merchant.

Process Flow

1. Axis Bank shall provide its collection services through any of its Branches spread across India and/or through its online platform.
2. Axis Bank shall enforce its own security policies for authentication of Bank user and authorization of the Client's Customer(s) to transfer the collection proceeds amount from the Bank account(s). In case of Corporate Internet Banking interface, the initiator (Client's Customer) will login using Corporate Internet Banking credentials and complete the transaction. The transaction will get accepted and a "Pending for Approval" response will be sent to the Client using browser redirection. The authorizer (Client's Customer) will then login using Corporate Internet Banking credentials and approve the transaction.
3. The Client's Customer(s) Associate's payment request shall be transmitted to the Client using the Collecting Bank Interface.
4. The payment request received from the Client's Customer(s) based on the payment information provided by the Client shall be collected and routed to the relevant bank user to enable acceptance of the collection proceeds amount from them and generate acknowledgement for the same.
5. Upon acceptance of the collection proceeds amount from the Client's Customer(s), an acknowledgement would be generated and handed over to them by Axis Bank and the Client shall be provided with MIS containing details of all information flow exchanges for the provision and use of the services offered by Axis Bank.

Rights and Obligation of Client

- a) By registering for Biller(s) through the Easy Pay Service, the Client authorises Axis Bank to debit the Client's registered account for the specified payment mutually agreed days prior to actual bill due date of the respective Bill/s.
- b) The Client agrees and undertakes that registration for the Easy Pay Service is not immediate and the time taken for registration varies from Biller to Biller.
- c) The Client can delete any Biller from the Easy Pay Service or deregister to the Easy Pay Service by providing written instruction to Axis Bank. The instruction would be effected within mutually agreed timeframes.

- d) To cancel existing auto debit instruction, Client has to provide a cancellation request before mutually agreed cut-off date. Any other payments scheduled post receiving this cancellation request would be acted upon as per the original instruction.
- e) The Client educates its Customers on payment/collection being done at Axis Bank.
- f) To provide appropriate information, support and share database on a monthly basis. This data will consist of only those records for which Axis Bank will collect payments for that month. This data to be provided by at least a day before the month ends so that the same can be timely uploaded in the Customer Interface.
- g) To define to Axis Bank the basic information about the payment request that has to be obtained from the Client's Customer(s) so as to enable the Client to identify the Customer(s) making the payment using the Collecting Bank Interface
- h) To ensure that the payment request/confirmation provided by Axis Bank to the Client's Customer is posted to their account, correctly, accurately and in a timely manner, consistent at all times with at-least the same standard of service that the Client normally provides to its Customers.
- i) To furnish to Axis Bank confirmation of the payments received from Axis Bank including the confirmation of a reconciled position of the payments received in such format and at such intervals as may be mutually agreed to between the Parties, so that there is at least one such confirmation every month.
- j) To promptly refund to Axis Bank, any excess payment or incorrect/wrong credit received by it, within three (3) working days of receipt of intimation of the same by Axis Bank.
- k) To provide appropriate Customer Care Procedures for resolving any Client's Customer(s) query / dispute in respect of the payments made by them through Axis Bank and for providing information relating to use of the Collecting Bank Interface to the Client's Customers.
- l) The Services shall be provided by the Client to its customers in accordance with the provisions of all applicable Laws as may be in force from time to time. It shall be the sole responsibility of Client to determine and act upon the relevant provisions of all applicable Laws in terms of the offer of the services contemplated under this Agreement and no liability shall accrue to Axis Bank for any failure on part of the Client in this regard.

Rights and Obligation of Axis Bank

- a) Availing of Easy Pay Service by the Client shall be subject to successful registration of the Biller with Axis Bank. Axis Bank shall have sole discretion to accept or reject registration of a particular Biller.
- b) In case of an existing registered auto debit facility with Axis Bank, Axis Bank shall not be responsible to initiate any refunds on account of any duplicate payments made by the Client via other alternate channels.
- c) Axis Bank shall not be responsible for any delays in payment notification on account of incorrect e-mail IDs.
- d) Axis Bank shall not be responsible for any delays made by the Billers on account of any errors/omissions on the part of Billers in validation or crediting the Client's bill amount to the Client's account. The Client shall have to raise any disputes in this regard with the concerned Biller only.
- e) In respect of the collecting bank interface, Axis Bank shall have the right to refuse provision of or terminate the service in respect of any individual/entity, for reasons, including but not limited to the

individual/entity being implicated of malicious disruptions or damages (whether direct or indirect) to any aspect of the service.

- f) Axis Bank will open an internal routing account for the Client specifically for this Service, where the amounts collected throughout the country will be directly credited and consolidated. The total clear amount available in this bank account would be transferred to designated Client's bank account by 10.30 a.m. on the next working day, with matching MIS.
- g) The provision of the services by Axis Bank may be subject to any transaction limits that may be imposed in respect of the per transaction financial limits or upon the number of transactions that may be processed through the service or the number of transactions which may be charged on an individual account during any time period. These are essentially risk management practices that may be instituted to protect against any misuse of the services or of customer bank accounts.
- h) Axis Bank or its agents shall not be liable if they are unable to effect any instructions to auto debit the registered bank account and pay (Payment Instruction) on the date of account being debited (Payment Date) and/or the due date mentioned on the bill (Due Date) due to any one or more of the following circumstances:
 - i. Due to refusal of the Biller to provide Client's bill details and/or
 - ii. Refusal to receive the payment for any reason whatsoever.

Miscellaneous

Axis Bank shall not be responsible if the Payment instructions are not effected for reasons not directly attributable to Axis Bank or its Agents, nor for any claim for indirect, consequential or punitive damages or for loss of profit. Refunds for rejected payments processed by Axis Bank under the Easypay Service will be credited to the Client's registered bank account within mutually agreed days from the date of debit.

COLLECTION SERVICES - Cash/Cheque Pick-up and Deposit Annexure

Scope

The Bank has at the request of the Client agreed to provide services of Service Provider for picking up cash/cheques from the Client's offices for depositing the same at the Bank's Operating Branch. The Bank will engage the services of Cash in Transit (CIT) agency for the purpose of Cash and a courier company for the purpose of Cheque Pick-up (hereinafter known as Service Provider) at the door-step of the Client.

Process Flow

Cash Pick-up

1. The process of Cash pick-ups in Sealed Bags shall be applicable for cash above Rs. 10 lakhs.
2. Customer shall merge all the cash (denomination wise) into bundles and prepare the summary slip for entire cash to be picked up. Cash Service Provider shall count only number of bundles and balance loose cash.
3. Customer shall mention the seal number on Summary / Deposit Slip. All the deposit slips shall be attached to Summary.
4. Cash Service Provider shall pick-up the sealed cash bag along with 3 copies of summary slip and 3 copies of quadruplicate Axis Cash deposit slip. Cash Service Provider shall hand over 1 deposit slip back to the client with CMS acknowledgement.
5. Cash Service Provider shall issue the Cash Receipt by exchanging the Hidden Code Identification (HCI) slips.

Same Day Cash Deposit

1. Cash Service Provider shall deposit on the same day, the sealed cash bags along with summary slip and all copies of quadruplicate Cash deposit slip at CMS Branch / Currency Chest/ Bulk Cash Counters.
2. The opening of sealed cash bags and entire cash verification process shall be done under continuous video recording.
3. After verification, Bank officials shall acknowledge the quadruplicate deposit slips.
4. The discrepancies, if any, as video recorded, shall also be noted on all the copies of deposit slip for intimation to the customer.
5. The video clippings of cash discrepancy / fake notes identified during the cash verification process shall be made available for justifying to the customer.
6. Bank shall retain the one copy of deposit slip & hand over the remaining one acknowledged copy to Cash Service Provider.
7. Cash Service Provider shall handover one copy duly acknowledged by bank to customer on day 2. (Day-1 being the day of pick-up)

Note: Shortages / fake notes in the sealed bag will be the responsibility of Customer

Over-night Vaulting Process (Metros and Mini Metros)

1. Cash Service Provider shall send the EOD MIS signed by authorized signatories to Axis Bank CMS branches by e-mail/fax/scan between 4.30 to 7.00 pm.
2. Bank shall pass on the credit to the customer on the basis of e-Mail / Fax by 04:30 to 07.00pm hrs.
3. Cash Bags shall be vaulted at Cash Service Provider premises.

4. The opening of sealed cash bags and cash verification shall be done under continuous video recording by Cash Service Provider at their premises.
5. After cash verification, Cash Service Provider shall acknowledge their Cash Receipt.
6. The discrepancies, if any, as video recorded, shall also be noted on all the copies of deposit slip for intimation to the customer. The discrepancies, if any, shall be taken up with the client under intimation to the Bank.
7. The video clippings of cash discrepancy / fake notes identified during the cash verification process shall be made available & binding on to the customer.
8. Bank shall debit the customer's account for the discrepant amount as intimated by the Cash Service Provider.
9. All cash shall be merged & deposited to CMS Branch / Currency Chest/ Bulk Cash Counters the next day (Day-2) itself.
10. Bank official shall verify the entire cash deposited & acknowledge the deposit slips.
11. Bank shall retain the one copy of deposit slip & hand over the remaining one acknowledged copy to Cash Service Provider.
12. Cash Service Provider shall handover one copy duly acknowledged by bank to customer on Day 3. (Day 1 being the day of pick-up)

Note: Shortages / fake notes in the sealed bag will be the responsibility of Customer (if proved) / Cash Service Provider (if not proved)

Cheque Pick-up

1. The Service Provider will pick up drafts / cheques only if they are accompanied by CMS Deposit slips properly completed with all details.
2. The bank will use its best efforts to process all cheques received upto a 'cut off time' on any day (excluding Sunday and holidays). Requests received after the cut off time will be processed on the following working days.
3. In the case of cheque pick-ups, customer's account will be credited after cheques are received, processed and verified by the bank which may be on the same day or on the following day depending on the time the cheque has been picked up from customer's office.

Rights and Obligation of Client

- a) The Bank acknowledged deposit slip will be delivered at the office address as designated by the Client. This acknowledgement will tantamount to full and final discharge of the collection made by the bank from the customer. The Client understands and accepts the probability of bad delivery i.e. when the deposit slips are not signed by Authorised person, or Authorised person is not available at the time the Service provider representative reaches the place, cheque no. is different
- b) The company undertakes to inform the Bank of any change in the name(s) of persons authorized to deal with the service provider, failing which the Bank has the absolute right to allow or disallow the requests for Cash/Cheque/ DD/PO PICK-UP. The deposit slip should be signed by officials authorized by the Client.
- c) The customer shall ensure that the bundles banded and held together by a slip of paper (company label) with the tamperproof seal on the top of the label. The label should bear the name of the Client and signature of the authorized staff of the Client who need not necessarily be the authorized

signatory to the account with the Bank. Bundles and loose notes not exceeding 100 loose notes will be counted by the Service Provider at the customers' premises.

- d) The Client agrees to reimburse additional cash / cheque pick-up cost if incurred by the bank due to pick-up beyond municipal city limits.

Rights and Obligation of Axis Bank

- a) The Bank shall not be liable for any act or omission on the part of the Service Provider and their non-performance and the Service Provider so appointed will for all purposes be the agent of the Client.
- b) For daily pick-up of cash/cheque security measures will be advised separately to the client by the Service Provider agency. The Client shall identify the Service Provider agency personnel by such security or identification procedure. The Bank shall not be responsible and/or liable in case the customer had delivered the cash without adhering to the advised security measures to the Service Provider personnel and consequential losses, if any, thereof.
- c) In the event of cash shortage or loss of entire cash due to any theft, robbery in transit or such other unforeseen circumstances before the same is deposited with the Bank, Bank shall not be liable to pay interest on such amount for any delay in crediting the amount to the customer's account.
- d) The Bank's representative reserves the right to disallow cash pick-up of those currency note(s) which are not bundled and/or does not bear the company's paper seal and signature of the company's concerned employee who has counted and verified the cash and made the bundles
- e) Requests for picking up of foreign exchange cash will not be effected through this service.

COLLECTION SERVICES - Power e-Coll Annexure

Scope

Axis Bank shall provide such services as are contemplated under this agreement so as to enable the Client's Customer(s) to pay the amounts due at any of Axis Bank's branches/extension counters/ATM Drop boxes spread throughout the country also to accept the Payments through NEFT/RTGS where by the Client's Customer(s) will send the transaction with specific codes in Beneficiary account number columns. The Client shall provide the relevant information/data against which Axis Bank will collect the Payments and on successful completion of the payment transaction will inform the Client and give matching credit to the Client's operating account with a branch of Axis Bank. . The Client's Customer(s) will get the option to pay either in cash/Axis Bank cheque/clearing instrument/NEFT/RTGS or through any other mode as mutually agreed upon by the Client and Axis Bank from time to time.

Process Flow

1. To enable the rendering of the services under this Agreement, Axis Bank would validate transactions with Client's database as given to Axis Bank on a monthly basis and provide the collecting bank interface for the Client customer, collect cash/cheque and accept NEFT / RTGS inward for the invoiced amount and generate acknowledgement for the same, and provide MIS for all information flow exchanges for the provision and use of the services. The email ID's for MIS exchange will be exchange between Axis Bank and the Client through exchange of letters to the said effect.
2. Axis Bank shall remove the database shared for collections in a particular month from the live area after completion of the pertinent month and move only such records to storage area for which transactions have been initiated by the Axis Bank users.
3. To accept payments from the Client's Customer(s) from any of its branches spread throughout the country, Axis Bank shall enforce its own security policies for Authentication of Bank User and Authorization of the Client's Customer(s) to transfer the payment from the Bank account(s).
4. The Client's Customer's payment request shall be transmitted to Client, using the Collecting Bank Interface, in the manner and format mutually agreed upon between Client and Axis Bank
5. The payment information received from Client based on the payment request shall be processed and routed to the relevant bank user to enable acceptance of the payments from Client customer and generate receipt for the same.
6. Upon acceptance of the payments from Client customer, an acknowledgement would be generated (in a format designed by Client) and handed over to the Client customer.

Rights and Obligation of Client

- a) To send pay-in-slips with the payment due notice to its customer and educate them to present /enclose the same to Axis Bank for making payment.
- b) To inform the corporate customers with the UTR number and beneficiary account details to be mentioned while sending the NEFT /RTGS transactions to Axis Bank for making payments.
- c) To provide appropriate information, support and share database on a monthly basis. This data will consist of only those records for which Axis Bank will collect payment for that month. This data to be

provided by the Client at least a working day before the month ends so that the same can be timely uploaded in the Customer Interface.

- d) To define to Axis Bank the basic information about the payment request that has to be obtained from the Client's Customer(s) so as to enable the Client to identify the customer(s) making the payment using the Collecting Bank Interface.
- e) To ensure that the payment request/confirmation provided by Axis Bank to the Client is posted to the Client's Customer(s) account, correctly, accurately and in a timely manner, consistent at all times with at-least the same standard of service that the Client normally provides to its customers.
- f) To furnish to Axis Bank confirmation of the payments received from Axis Bank including the confirmation of a reconciled position of the payments received in such format and at such intervals as may be mutually agreed to between the Parties, so that there is at least one such confirmation every month.
- g) To promptly refund to Axis Bank, any excess payment or incorrect/wrong credit received by it, within three (3) working days of receipt of intimation of the same by Axis Bank.
- h) To provide appropriate Customer Care Procedures for resolving any of the Client's Customer(s) query / dispute in respect of the payments made by them through Axis Bank and for providing information relating to use of the Collecting Bank Interface to the Client's Customer(s).
- i) The Services shall be provided by the Client to its customers in accordance with the provisions of all applicable Laws as may be in force from time to time. It shall be the sole responsibility of the Client to determine and act upon the relevant provisions of all applicable Laws in terms of the offer of the services contemplated under this Agreement and no liability shall accrue to Axis Bank for any failure on part of the Client in this regard.

Rights and Obligation of Axis Bank

- a) As part of this service, Axis Bank shall be responsible for accepting data from Client on a monthly basis and be responsible for the operational and transactional reconciliation activities in that regard. Axis Bank is permitted to utilize the data provided by Client for the limited purposes of this Agreement and shall not disclose the same to any third parties or utilize the same for any other purpose whatsoever and ensure that the confidentiality of the database is maintained at Axis Bank's end.
- b) **Payment Information:** To co-ordinate with various branches of Axis Bank and to provide to Client, in such format and at such intervals as may be mutually agreed to between Client and Axis Bank, the relevant details relating to the payments received or to the failed transactions in respect of the Client Customer(s).
- c) **Remittance of Monies:** To co-ordinate with Client in respect of the remittance(s) to Client of the monies collected at various Axis Bank branches on account of the payments of the Client Customer(s). The monies will be remitted to Client's account in Axis Bank by 10.30 a.m. of the next working day.
- d) **Transaction Limits:** The provision of the services by Axis Bank may be subject to any transaction limits that may be imposed by Client, in respect of the per transaction financial limits or upon the number of transactions that may be processed through the service or the number of transactions which may be charged on an individual account during any time period. These are essentially risk management practices that may be instituted to protect against any misuse of the services or of customer bank accounts.

- e) **Customer Care:** To provide appropriate customer care procedures relating to the use of the Collecting Bank Interface in respect of the Client's Customer(s). From time to time, Client may make a reference to Axis Bank for investigating and clarifying about the status of payment, made through the collecting bank payment mechanism using the Services, by a Client's Customer(s). In respect of the collecting bank interface, Axis Bank shall have the right to refuse provision of or terminate the service in respect of any individual/entity, for reasons, including but not limited to the individual/entity being implicated of malicious disruptions or damages (whether direct or indirect) to any aspect of the service.
- f) **Transfer of Funds:** Axis Bank will open an internal routing account for Client specifically for this Service, where the payments collected throughout the country will be directly credited and consolidated. The total clear amount available in this bank account would be transferred to designated Client's bank account as notified by Client by 10.30 a.m. on the next working day, with matching MIS.
- g) **Acknowledgement:** Upon collecting the actual invoice amount from Client's Customer(s), Axis Bank will generate an acknowledgement based on the information available in the payment invoice received from Client. The format of the acknowledgement would be designed by Client. In case of improper generation of receipt or mutilation of receipt or non-printing of receipt, Axis Bank will have the authority to be re-generating the same with due authentication and authorizations.
- h) **For Drop Box Collections:** Axis Bank shall every day except on Sunday and Bank holidays applicable to Axis Bank, engage its personnel for clearing the drop boxes and processing the cheques through the Customer Interface software for the purpose of providing the services as determined within the scope of work as aforesaid. The returned instruments and the discrepant cheques will be sent directly to the designated Client office with a central report being given to Client.
- i) **For NEFT / RTGS inward Collections:** Axis Bank shall accept all the NEFT / RTGS inward transactions received with the specified codes (as informed to the Client) from the Client customers and process the credits through customer interface software for the purpose of providing the services as determined within the scope of work as aforesaid. The NEFT / RTGS inward transactions as received with incomplete details will be rejected and returned to the senders banks for onward credit to the originators of the transactions. While validating the Collection of amounts through NEFT /RTGS it will be sole discretion of Axis Bank to except or reject the NEFT / RTGS for amount in case the information provided is not matching with the master data provided by the Client. Bank will not be held liable for any such rejections and all the queries / complaints pertaining to the said rejections will be handled by the Client.

COLLECTION SERVICES- NACH Debit Annexure

Scope

Axis Bank hereby agrees to provide to the Client the services as a Sponsor Bank for processing various collections through National Automated Clearing House. Using these services, the Client's Customer(s) are able to make payments to various AMCs/institutions/entities, by setting up instructions authorising debit to their accounts for payments to be made by them to such AMCs/institution/entities. The Client needs to route/process these transactions through Axis Bank that is designated as its Sponsor Bank for such transaction processing activity.

Process Flow

1. These services shall involve Axis Bank debiting the Client's Customer(s)' accounts in various banks through NACH Debit based on the information provided by the Client.
2. The second leg shall involve Axis Bank remitting / crediting the monies so collected as per the process agreed with the Client.
3. Axis Bank acts as a Sponsor Bank for the Client and handles the processing of these transactions through National Automated Clearing House (NACH).

Rights and Obligation of Client

- a) The primary liability of obtaining customers' bonafide mandates will be with the Client and submitting to the bank with due listing sufficiently in advance as mutually agreed from time to time. The mandates have to be necessarily as per the format prescribed by NPCI.
- b) Only those record files will be sent for processing for which the Client holds the valid mandates.
- c) The Client will produce mandates sufficiently in advance to Axis Bank for lodgement with customers' bank.
- d) To furnish or cause to be furnished the data to the Bank in the format prescribed for NACH Debit or in such other format as may be mutually agreed between the Parties, which information shall be provided at such intervals as may be mutually agreed to between the parties.
- e) To assist the Bank in the resolution of any queries received by the Bank in respect of the transactions processed through the Service
- f) To ensure due confidentiality, while in its possession, of the customer information received by it for processing of the instructions.
- g) To ensure reasonable level of customer service and support to registered users of the payments service.
- h) Client undertakes that they do not follow practice of printing of mandates through virtual signature from customers i.e. signing is done using mobile/handheld devices.
- i) Client undertakes that they do not do multiple transactions for a mandate issued with monthly frequency.

Rights and Obligation of Axis Bank

- a) To receive the mandates from the Client and send to lodge the mandates for registration on NACH platform.
- b) NACH Mandate registration is subject to successful registration by destination bank, in the event of transaction being rejected by destination bank on account of mandate non-availability/invalid mandate or any other reason whatsoever, Axis Bank should not be held liable.
- c) To follow the NACH guidelines and subsequent changes to it, changes in interacting with RBI/Local Clearing House for the preparation, submission and transfer of data to / from them.
- d) To accept the transaction file presented by the Client centrally at and then duly process the same for debit to the respective customer accounts.
- e) To provide to the Client the data and information received back from the NACH
- f) To remit / credit the monies so collected through the operation of the Debit services in the manner as agreed to between the Bank and the Client.
- g) To make available reasonable infrastructure and people at designated centres for providing the said services

COLLECTION SERVICES - Direct Debit Annexure

Scope

Under the Direct Debit service Axis Bank agrees to provide the Client the ability to directly debit the accounts of Common Customers (customers/clients/dealers of the Company who are pre-existing current/savings account holders of Axis Bank or who have opened a current/savings account with Axis Bank and have filled in a mandate permitting the "Client" for withdraw amount through any mode from their account subject to a daily/weekly/monthly/yearly limit) whose accounts have been linked to the Client's Corporate IConnect™ against debit authorities. It is expressly understood by both the Parties that the facility is meant as an online payment platform only. The Bank shall only credit the Client account and provide necessary MIS to the Client and the actual determination of the finality of the delivery of service/product shall be made by the Client and intimated accordingly to the Common Customers.

Process Flow

1. The Client will obtain debit authorities in Bank's format (Schedule 2) from Common Customers and submit it to the designated branch of the bank. The designated branch of the bank will acknowledge the receipt of the mandates subject to the final authorization of HUB.
2. Axis Bank HUB on receipt of the debit authorities will check the account number, name, signature and mode of operation and if everything is in order will successfully verify the mandates. The rejected mandates along with MIS will be send back to the designated bank branch to be handed over to the client.
3. The HUB will send the account numbers with the maximum limit for the valid mandates to IBRM for linking to the Corporate ID in Corporate IConnect of the Client. Client can view the account numbers that have been linked to corporate account from which money has to be debited.
4. The Client can upload a file consisting of the account number and name against which it wants to pull funds. Upon upload the system checks with the debit mandate registered and if it is proper, will generate a success and unsuccessful file.
5. The corporate can then view the successful and unsuccessful records with corresponding reasons.
6. The Common Customer has to request the Client for subsequent deletion/stop payment and the Client has to forward these request to the Bank for necessary mark off.

Rights and Obligation of Client

- a) Upon execution of this Agreement, the Client shall open the Credit Account with the Bank for which Axis Bank shall provide a login id and password for accessing the Corporate iConnect™ facility. The Client agrees to comply at all times with the terms and conditions applicable to the use of the Corporate iConnect™ Facility as appearing on the website of the Bank.
- b) The Client will ensure that the direct debit file uploaded into the online portal on a daily basis would only comprise of the records, which have been validated by the bank with respect to the Common Customer account name and number. It will be the responsibility of the Client that in case of any new records added under the direct debit arrangement, the client would first forward the new additional debit authority to be validated before they form a part of the daily direct debit file.

- c) The Client shall deliver the Products to the concerned Common Customers on receipt of payment from Axis Bank within an agreed upon period of days or any date specified and/or accepted by the Common Customer, while signing the Debit Authority. In cases of delays in deliveries due to unforeseen reasons, the Client shall inform the Common Customers of the delay.
- d) In cases where Common Customers cancel their Orders due to delays in delivery or in cases of excess/wrong debits or for any other reason, the Client shall either credit the destination accounts through fund transfer facility available in the online portal or provide a report, in a format provided by Axis Bank to reverse the entries. It is expressly understood that Axis Bank shall have no liability to pay any interest, compensation, cost or damages for any such transactions, which will result in crediting back the amount to the Common Customers.
- e) The Client agrees to keep sufficient balance at all times in the Credit Account to enable the Bank to debit the Credit Account in terms of clause 4.1 (d) hereinabove.
- f) The Client agrees to handle all customer queries in relation to delivery of any of the Products/Services offered by it for which an amount has been debited by it from the designated accounts.

Rights and Obligation of Axis Bank

- a) Axis Bank shall provide the Facility in the manner agreed to between the Parties and shall ensure to make the Facility available to the Common Customers at all times.
- b) Axis Bank shall verify the debit authority mandates of the common customers submitted by the client. The mandates will be verified as regards account number, name and the mode of operation along with the signature. For the mandates that are rejected the same would be returned to the client with the relevant reasons.
- c) Upon uploading the direct debit file in pre agreed format and only upon authorization, Axis Bank shall debit the concerned Common Customer's account subject to the daily/weekly/monthly/yearly limit set for each of the debit accounts as per the mandates held on Bank's record and credit the Credit Account after due validation of the Common Customer's account number. In case a common customer wants to revoke the debit authority, the customer will approach the client and submit a request for de-linking his/her account. On receipt of the request along with the revoke form from the Client will the Bank act upon the same. Also if the Bank receives direct through its branches any request for de-linking of the common customer account, the Bank will act upon the same and will send due MIS to the client as regards de-linking.