

CMS Application Form

		Existing CMS Custo	omer? If yes, specify Customer:	
		YES NO	Corp ID:	
CO	MPANY PARTICULARS			
Nar	ne/Account Title			
Con	stitution			
Date	e of Incorporation			
Reg	istered Address		Correspondence Address	
Tele	phone No.			
PAN	I No.		Mobile	
Nar	ne of User*	Email ID (for	MIS)	Contact Number
_				
*Plea	se attach separate annexures in case	e there are more than 4 user	S	
SEC	TION : COLLECTIONS			
		Services Offered		
	Cash Pick-up/Deposit		es for Cash pick-up from Customer Loc eposits cash at branch	ation
	Cheque Pick-up/ Deposit	Customer Location	es for local/upcountry cheque collection eposits cheque at branch	ns from
		Customer deposits C	ash/Cheque at Axis Bank Branches/Tie-	up Outlets
	Easypay/Easypay Online		ns. Available Modes : NEFT/RTGS, Net king, Debit/Credit Card, UPI , Cash/Ch	0
	Power e-Coll	Virtual Account base	d Collections NEFT/RTGS	
	NACH Debit	For recurring collection	ons from Other Banks	
	Direct Debit	Collections from Axis	Bank Accounts	

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%): Nod	
Cash and Cheque Pick-up/Deposit	
Hierarchy Codes: Yes Not Applicable (If Yes, please provide data in excel format available on FTP Link)	Division Codes: Yes Not Applicable
Day of expiry of exposure limit	
Day of Reversal	
We agree to extend the Cash Management Services on the above terms of	Ind condition and that are stipulated as a part of this application.
Name with Stamp & Signature of Branch Head Specimen Signature No.: Employee ID: Date: Branch Sol ID:	Name with Stamp & Signature of CCPH Official Employee ID: Date:
Linked Circle Office Name:	
the second	RET 🔲 GOV
RM Name: Contact No.:	Employee ID:
CASH MANAGEMENT SERVICES TERMS AND CONDI	TIONS
 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 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. account(s) held with 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. "Agreement" shall mean and includes this Agreement, all Schedules here to and any amendments to the same from time to time. "Application" shall mean application(s) for availing of the Services from Axis Bank in form and manner prescribed by Axis Bank. "Authorised Persons" shall mean any person(s) authorised to operate the Account from time to time and notified by the Client to the Bank in writing. "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 the purpose of availing Cash Management Services from Axis Bank for the purpose of availing Cash Management Services from Axis Bank for the purpose of availing Cash Management Services from Axis Bank for the purpose of availing Cash Mana	 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 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.



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 there spective 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 Service 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, frausion, 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 Number]	C	usta	ome	er l	D					

PRODUCT SELECTION & DAY ARRANGEMENT		
Product	Pick-up (Y/N)	Payout Day
Cash		
Axis Bank Transfer Cheques		
Local Cheque Collection		T+
Up Country Cheque Collection		T+

(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)

Pick-up code to be provided by Bank Client

ACCOUNT DETAILS FOR COLLECTION PROCEEDS Credit collection proceeds to Account Number

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 number	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	YES NO				
If Yes, Address to which Returns are to be sent					

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 Numeric Alpha Numeric No. of Characters BOX
Field No. 2	(Title)	Alpha Numeric Alpha Numeric No. of Characters BOX
Field No. 3	(Title)	Alpha 🗌 Numeric 🗌 Alpha Numeric 🗌 No. of Characters BOX 📃
Field No. 4	(Title)	Alpha Numeric Alpha Numeric No. of Characters BOX
Field No. 5	(Title)	Alpha Numeric Alpha Numeric No. of Characters BOX

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

MANDATORY ENCLOSURES

Pickup Template

Board Resolution

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

> Authorized Signatory (Rubber Seal of Company required)

Date:



Easypay Form

CUS	TOMER DETAILS							
	ount/Title Name		Customer ID					
MET	HOD OF INPUTTING DETAIL	S FOR TRANSACTION						
	Method	Description						
	Single	All fields to be entered man	nually in webpage					
	Bulk		Fields on webpage auto-populated, on entering validation field. Customer to initially provide data in excel file					
	Host to Host Connectivity	Integration between bank a	and customer system for real time data validation					
ACC	OUNT DETAILS FOR COLLE	CTION PROCEEDS						
Crea	lit collection proceeds to Accou	nt Number						
ACC	OUNT DETAILS FOR RECOV	FRING SERVICE CHARGES						
	t to Account Number at Axis Bc							
		·						
- Composition	DETAILS							
Туре	s of MIS provided:							
The	bank shall provide two types of	MIS to the below-mentioned	mail IDs at EOD.					
	ansaction MIS: To capture deta unding MIS: To capture details o							
Form	nat of MIS: 🗆 Excel 🗆 PC	PF □ Other(Please specify):						
MO	DES OF COLLECTION							
Plea	se tick the checkbox for the requ	uired modes of collection						
	Cash	Debit Cards	RTGS/NEFT					
	Cheque/DD/PO	Credit Cards						
		Other Bank Net Banking	Axis Bank Corporate Net Banking					
	upay							
1. 1/\		ction Settlement of the Net Amo	unt from all the payment modes opted for will be released					
		ggregator 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.								
fo ex	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.							
	e Corporate/Merchant hereby exp ecified in T&Cs) at any time during		directly deal in the banned products/services (as					
	e Corporate/Merchant hereby exp count	ressly states that the underlying c	operative account to be credited is/will not be FCRA					

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.

SI. 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.				

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

*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 Number (For Bank use only)	
Operative Account Number	
PAN	

MANDATORY ENCLOSURES

□ Pay-in Slip (Easypay Branch)

Merchant Enablement (Easypay Online)
 Board Resolution

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.



E-Collections Form

CUSTOMER DETAILS
Account/Title Name
Account Number
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
Parking Account Number
Remarks:
*Subject to availability
NACH DEBIT
Credit collection proceeds to Account No.
Debit charges to Account No. at Axis Bank Ltd., Branch
Phyiscal 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
DIRECT DEBIT
Credit collection proceeds to Account No.
Debit charges to Account No. at Axis Bank Ltd., Branch
Scheme Name (if applicable)
Scheme Code (if applicable)
Registrar Contact Details (if applicable)
Phyiscal 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)

Board Resolution

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.

> Authorized Signatory (Rubber Seal of Company required)

Date:

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 Card, Net Banking, Cheque, DD, PO, Virtual Accounts, 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 areport-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.

viii.CHARGEBACKS & DISPUTES: 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, notwithstanding any authorization and/ or authorization code numbers given by the Bank to the merchant, in any of the following situations:-

(a)The transaction is for any reason unlawful or a fradulent transaction;

(b)Cardholder's account number is found to be omitted, incomplete or invalid, or cardholder's account number is modified or altered.

(c)The card presented to the merchant in respect of the transaction had been altered or had not yet become valid or had expired at the time of the transaction.

(d)The card presented to the merchant in respect of the transaction was listed in a warning list or any other communication or advice (in whatever form) from time to time, issued or made available to the Bank by other Institutions or Card Associations or if such intimation is made available by or on behalf of the Bank to the merchant.

(e)The price charged to the cardholder was in excess of the price at which the goods supplied or services performed were supplied by the merchant for cash.

(f)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 card holder or if the merchant fails to provide at all or to the cardholder's satisfaction, goods and/ or services to the cardholder.

(g)The cardholder disputes the nature, quality or quantity of the goods and/ or services covered by the transaction and or the transaction itself.

(h)Any information presented electronically to the bank in respect of the transaction is not received in accordance with the bank's requirements from time to time.

(i)The bank has requested evidence in accordance with Clause 15 hereunder, in relation to the transaction, which the merchant has failed to provide;

(j)There has been any departure from the terms of this agreement in relation to that transaction;

(k)The transaction information required to be presented in respect of the transaction is not presented to the bank within seven days of the transaction

(I)The cardholder disputes or denies the transaction or the sale or delivery of goods and/ or services covered by the transaction within reasons;

(m)In seeking authorization for a transaction, the merchant has given an incorrect cardholder's name or Card account numbers to the bank.

(n)There has been a breach by the merchant of this agreement, other than the breaches more specifically provided in this sub-clause, in connection with the transaction or otherwise;

(o)The Bank reasonably believes that the transactions are irregular

(p)The Bank is of the opinion that there are suspicious circumstances surrounding the transaction;

(q)The Bank is of the opinion that the submission is out of the normal pattern;

(r)The issuing bank refuses to honour the transaction presented by the merchant;

(s)Any other event or circumstance which the bank shall from time to time notify to the Merchant to have occurred at the date of the transaction;

(t) If MasterCard / Visa dispute the transaction or report a retrieval request/fraud/chargeback..

ix. PRESENTMENT OF TRANSACTIONS AND REFUNDS: The merchant agrees to inform the

cardholder about its credit refund policy clearly mentioning the same in bill invoice and/ or on the website.

I)(a) If in respect of any transaction any goods/ services are not received as described, by the Cardholder or are lawfully rejected or accepted for or services are not performed or partly performed or cancelled or price is lawfully disputed by the Cardholder or price adjustment is allowed, the Merchant shall not

make a cash refund but shall complete a credit slip supplied or approved by the Bank. The merchant shall sign and date each credit slip and include a brief description of the items concerned. A true and completed copy of the credit slip must be delivered or forwarded to the Cardholder.

(b)In the event of a refund to a cardholder the merchant shall not make a cash refund to the cardholder. The merchant must present a credit process/ refund letter on headed stationary and signed by authorized signatory/ies. The merchant must not process a refund transaction, unless there is a preceding corresponding debit on a card account. The Merchant agrees and accepts that Merchant Discount Rate(MDR) as specified in the Schedule of Charges of this Agreement will also be applicable on any refund transactions initiated by the Merchant, be such refunds total or partial.

In the event that only credit refund instructions/ transactions are presented to the Bank at any one time, the merchant shall at the same time make payment of the net refund (i e. The total refund(s) to the cardholder(s) less the discount) to the Bank.

(c)In situations where sale date and refund date have a gap between them, which or otherwise causes a currency translation difference for transactions on foreign cards, the Bank will have the right to recover

the equivalent INR amount pertaining to such foreign exchange currency translation differences from the ME, for the purpose of crediting the same to the Cardholder's Card Account.

II)By presentation of any transaction information (which for the purposes of this agreement means any sales slip and/ or any information in respect of any transaction presented to the Bank by or on behalf of the merchant) the merchant warrants to and agrees with the Bank:-

(a)That all statements of fact contained therein, which are within the knowledge of the merchant, are true and complete.

(b)That the merchant has supplied or caused to be supplied, the goods/ and or services to which the transaction information relates and to the value stated therein and a price not greater or otherwise on terms not less favourable than the same price and terms at and on which such goods and/ or services are supplied by the merchant for cash.

(c)That no other sales slip or information has been or will be issued or presented in respect of the goods and/ or services to which the transaction information relates;

(d)That the provision of credit for the supply of the goods and/ or services to which the transaction information relates is not unlawful; and

(e)That the transaction information relates to a transaction and that the merchant has complied with this agreement.

III)Neither the receipt by the Bank of any transaction information nor any payment by or other act of omission by the Bank (other than an express written acknowledgement or waiver thereof by the bank) shall constitute or be deemed to constitute any acknowledgement or waiver of compliance by the merchant with any of the warranties specified in clause 10.2 above or any other provision of this agreement.

x.EVIDENCE AND DOCUMENTS

I)The Merchant will promptly on the Bank's request (and whether or not the same is disputed by the Cardholder) produce to the Bank evidence satisfactory to the Bank of the Cardholder's authority for the Cardholder's Card account to be debited with any transaction amount and (but without prejudice to the foregoing) will retain all documents and records relating to each transaction for a period of not less than one year thereafter and produce the same to the Bank on request.

II)The Merchant agrees that the following documents would be additionally maintained for records, and presented promptly to the Bank for defending Chargebacks/ responding to Retrieval Requests: -Merchant Explanation letter/ Rebuttal Letter/ All relevant screenshots and documents

- -Order form
- -Invoice
- -Certificate of insurance, when applicable
- -Proof of despatch of the goods
- -Proof of delivery of goods

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

xi.ACCEPTANCE OF CHARGES WITH RECOURSE: The Merchant agrees that payment made in respect of which the Issuing Bank raises a claim on the 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 the 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 in terms of Section 5 of this Agreement in respect of a Transaction Amount.

xii.DISCLAIMER OF WARRANTY: The 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.

xiii.MINIMUM ENCRYPTION STANDARDS AND SECURITY OF CARDHOLDER DATA: The Merchant must use encryption standards of 128 bits or more in respect of all processing of Order or such other standard as may be specified by Bank.

xiv.BANNED PRODUCTS & SERVICES: The Merchant hereby expressly agrees not to directly or indirectly deal in the following product/s or service/s at any time during the tenure of this Agreement. Without prejudice whatsoever to the Bank's other rights & privileges, the Merchant binds himself unequivocally to be solely liable for including but not limited to any legal actions and suits, and to make good to the Bank immediately upon demand damages suffered by the Bank directly or owing to claims by any third party, levy of assessment fees or fines, penal actions taken by MasterCard/Visa , the Reserve Bank of India and any other statutory or competent authorities for any breach of any terms of this Agreement, including the dealing in the following :

1)Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services. Apparatus such as personal massagers/vibrators and sex toys and enhancements.

2)Alcohol , which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne

3)Body parts , which includes organs or other body parts – live , cultured/preserved or from cadaver.

4)Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (spam)

5)Cable TV descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free

6)Child pornography in any form.

7)Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection

8)Copyrighted media, which includes unauthorized copies of books, music, movies, and other licensed or protected materials

9)Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software

10)Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods

11)Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs including but not limited to salvia and magic mushrooms

12)Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items 13)Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction

14)Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrollment in online gambling sites, and related content

15)Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles

16)Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property

17)Illegal goods which includes materials, products, or information promoting illegal goods or enabling illegal acts

18)Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes

19)Offensive goods which includes literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred.

20)Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals

21)Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a recognized and licensed medical practitioner in India or anywhere else.

22)Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances

23)Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications

24)Securities, which includes stocks, bonds, mutual funds or related financial products or investments.

25)Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products

26)Traffic devices, which includes radar detectors/ jammers, license plate covers, traffic signal changers, and related products

27)Weapons, which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments 28)Wholesale currency, which includes discounted currencies or currency, exchanges

29)Live animals or hides/skins/teeth, nails and other parts etc of animals.

30)Multi-Level Marketing schemes or Pyramid / Matrix sites or websites using a matrix scheme approach 31)Any intangible goods or services or aggregation/consolidation business.

32)Work-at-home information

33)Drop-shipped merchandise

34)Web-based telephony/ SMS/Text/Facsimile services or Calling Cards. Bandwidth or Data transfer/ allied services. Voice process /knowledge process services.

35)Any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, both local and international including the laws of India.

<u>≻Electronic Funds Transfer</u>

i.Under this option, Axis Bank provides service through "iConnect™" OR via aggregators. 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) Funds Transfer; (ii) Electronic Clearing System (ECS); (iii) National Electronic Clearing System (NECS); (iv) National Electronic Fund Transfer (NEFT); (v) Real Time Gross Settlement System (RTGS); (vi) Immediate Payment Service (IMPS) or any other electronic mode of payment as permitted by RBI. Fund transfer shall be made by Axis Bank to the Beneficiary.

The interested customer will log into the CORPORATE/MERCHANT/Bank's website, as may be applicable and fill in particulars wherein a unique reference number will be generated and the customer will then have to select an option to make payment as per his choice of mode.

Payments through Direct Debit:

a)For making payment of products/ services, the interested customer after login to the CORPORATE/MERCHANT/Bank's website and will select the option 'Pay through Axis Bank Account using Internet Banking'.

b)On selecting this payment option, the customer will be directed to the Internet Banking website of the Axis Bank and the customer has to log in using the User Id & Password issued by the Axis Bank wherein the payment screen is displayed.

c)At the payment screen, the interested customer will confirm the payment details and will complete the transaction using the User Id & Transaction Password issued to him by Axis Bank.

Thereafter, the customer's Account with Axis Bank gets debited and online confirmation of the same is sent to the CORPORATE/MERCHANT/Bank's portal/website for updation of the records at their end and a transaction reference number is displayed for record of the customer.

d)Thereafter, the customer will get directed to the CORPORATE/MERCHANT/Bank's portal/website and proceed with completing other formalities.

e)At any point till the interested customer actually makes the payment, he has an option to return, without making the payment. If the customer's account does not get debited for any reason whatsoever a requisite message will be displayed to the customer. A customer can make more than one payment within a particular day. For each deposit a separate time stamp and reference number is generated. CORPORATE/MERCHANT shall process the application so far as the payments are concerned, only on receipt of successful status message from Axis Bank's site.

Appointment of Aggregator for providing the facility:

a) CORPORATE, MERCHANT and Customer (Cumulatively referred as Each Party) hereby acknowledges that in order to to provide the Facility to CORPORATE/MERCHANT by the Axis Bank, which will enable the Customer to make his respective payment(s) to CORPORATE/MERCHANT from his respective bank account maintained with other banks, Axis Bank reserves the right to appoint Aggregator on behalf of CORPORATE/MERCHANT to provide their services directly to CORPORATE/MERCHANT. These services shall include linking the software application of Aggregator with CORPORATE/MERCHANT's software platform.

b) "Aggregator" for the purpose of this Agreement shall mean service provider for facilitating various Bank Net Banking facility for the CORPORATE/MERCHANT.

c) Parties agree that the appointment of Aggregator by Axis Bank on behalf of CORPORATE/MERCHANT to provide the services, shall be carried out by Bank in its sole and absolute discretion so as to ensure that the Facility gets provided in the manner as agreed.

d) CORPORATE/MERCHANT agrees that it shall be responsible for its own costs and for providing and maintaining all necessary equipment's and facilities at its ends so as to connect its software platform to the software application of Aggregator. CORPORATE/MERCHANT shall co-operate with the Aggregator and render assistance to it for connecting the respective software systems.

e) CORPORATE/MERCHANT hereby grants its consent/confirms that the facility providers which may be appointed by Aggregator including the Acquiring Banks shall have the rights to call for dispatch proof, if any, at any time and the CORPORATE/MERCHANT shall provide the same forthwith.

f) Dispatch proofs, if any shall be maintained by CORPORATE/MERCHANT for a period of at least one (1) year from the date of delivery and shall be open to inspection by Aggregator, its facility providers and the Acquiring Banks at all times.

g) CORPORATE/MERCHANT agrees to bear and be responsible and liable for the payment of all relevant taxes (including any applicable withholding taxes) in relation to the payments made under this Terms & Conditions.

h) CORPORATE/MERCHANT shall take all precautions as may be feasible or as may be directed by Aggregator, its facility providers and the Acquiring Banks to ensure that there is no breach of security and that the integrity of the link between the Website, Aggregator's site and the payment mechanism is maintained at all times during the term of this Terms & Conditions. 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, IFS Code, 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.

vi.Corporate / Merchant will maintain sufficient balance in the said account at all times to enable the bank to debit the said account in case the customer cancels the transaction.

vii.In event any Customer complaints or is dissatisfied with any products or services, CORPORATE/MERCHANT shall be responsible for the same and take such measures as may be required to resolve the same.

viii.CORPORATE/MERCHANT shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information relating to the products and services, which are offered on the Website.

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).

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-offdate. 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.

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 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 email 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 bye-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 pickup 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 nonperformance 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 atleast 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 regenerating 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.