



## **INDIA COUNTRY SCHEDULE**

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions (the "**Conditions**").

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in India. You need to read and understand this Country Schedule before opening an Account or applying for a Product in India.

This Country Schedule supplements the General Banking Terms and Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.



**Part A – GENERAL**

**1. VARYING OF PRODUCTS OR ACCOUNTS**

The words “and without prior notice to you” in Clause 1.1.4 shall be deleted.

**2. OUTSOURCING**

Clause 1.3 (*Outsourcing*) shall apply to all the Products in India subject to the following conditions:

We shall comply with the RBI’s circular dated 3 November 2006, bearing number DBOD.NO.BP. 40/ 21.04.158/ 2006-07, as amended from time to time while outsourcing any of our functions or while delegating, sub-contracting, employing or otherwise appointing other members of the BNP Paribas Group or any Third Party Provider to provide any Product to you. We shall not outsource financial services, core management functions such as Internal Audit, Compliance and decision-making functions like determining compliance with "Know Your Client" norms for opening deposit accounts, sanctioning loans and managing investment portfolios.

**3. JOINT ACCOUNTS**

Under Clause 8.1.1, the credit balance in your joint Accounts may be set off against any of your obligations or liabilities to us only if such obligations or liabilities are also jointly held. Further, the credit balance in your joint Accounts may not be set off against any of your obligations or liabilities to us when you are holding the Account as a trustee or on behalf of a firm in which you are a partner.

**4. PERSONAL DATA**

4.1 The information provided to you in Clause 11.3 (*Information relating to employees and other individuals*) and in this Paragraph 4 (*Personal Data*) is given in accordance with the requirements of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules 2011.

4.2 If you or your individual Officers wish to request access to or correction of your or their personal data, you or they should address your or their request to the Customer Support Manager at the respective branch or your Relationship Manager.

4.3 Before disclosing any personal data relating to your individual Officers to us, you agree to:

(a) ensure that they are aware of the matters set out in this Paragraph 4 (*Personal Data*), that they have right of access to and correction of personal data held about them by us; and

(b) procure their consent to the disclosure and use of their personal data.

4.4 You consent to and authorise the use of any personal data for the purposes of sending you messages, which contain financial promotions or marketing materials.

**5. AUTHORISATION**

In Clause 3.1.4 for the purpose of carrying out any Instructions and to authorise all the other actions mentioned therein, you agree that you shall, if requested by us, execute a power of attorney in our favour in a form acceptable to us.

**6. INFORMATION SHARING**

Under Clause 3.1.5, you also consent to us disclosing to the CIBIL and publication by CIBIL or any other Authority authorised by the RBI, of all or any information and data relating to you in connection with any Product provided by us, as we may deem appropriate and as may be necessary under Law.



You also consent to us sharing the information or documents about you with any entity of the BNP Paribas Group (branch or subsidiary), to enable us to meet requirements under any regulations applicable in any country, where any entity of BNP Paribas Group is located or where any entity of BNP Paribas Group may be so requested by any local Authority and to participate in any risk management centralization proceeding and internal cross-selling process of the BNP Paribas Group.

## 7. COMPLAINTS

Should you have any complaints concerning the services provided by us or any other matters in relation to us, you may submit a Complaint Form (<http://cdn-pays.bnpparibas.com/wp-content/blogs.dir/140/files/2014/12/Complaint-Form-through-Internet.pdf>) through our Branch Managers. If you find your complaint unsatisfactorily resolved by the Bank within one month, you may approach the Banking Ombudsman under the RBI Banking Ombudsman Scheme 2006 (<http://bankingombudsman.rbi.org.in>).

## 8. INSTRUCTIONS BY TELEPHONE, FACSIMILE, E-MAIL OR OTHER MEANS

Under Clause 3.2 (*Instructions by telephone, facsimile, email or other electronic means*), any Instruction given by facsimile must be signed in accordance with your mandate to us and must bear a signature or signatures, which we in good faith consider corresponds with the signatures of your authorised signatory(ies).

You shall fully indemnify and at all times keep us indemnified immediately on demand and hold us harmless against any and all losses, claims, demands, actions, proceedings, expenses (including legal fees on a full indemnity basis) of whatever nature or description, which we may incur or suffer as a result (whether directly or indirectly) of acting on any Instruction by telephone, facsimile, e-mail or any other electronic means and for such purpose, we are authorised to debit any of your account(s) with us with any amount required to indemnify ourselves as aforesaid.

## 9. COMMON SEAL

In Clause 3.4 (*Use of rubber stamps or seals*) all references to rubber stamp shall be read as "common seal" as provided under Companies Act, 1956.

## 10. BANKER'S LIEN

Nothing in these Conditions shall be construed in a manner that negates the general lien made available to bankers under Section 171 of the Indian Contract Act, 1872.

## 11. DOORSTEP BANKING

The following shall be added as Clause 6.5:

### "Doorstep Banking

If you subscribe to any of our doorstep banking products, which involve collection of cash or other instruments from your office or residence or the delivery to your office or residence of demand drafts or of cash, against cheques received at the counter ("**Doorstep Banking**"), our Doorstep Banking services should only be seen as an extension of the services offered at the branch where you hold your account. All Doorstep Banking services will be offered at our discretion and you will not have any right to claim Doorstep Banking services at your office or residence or elsewhere. In the event you suffer any loss on account of any act or omission on our part while providing Doorstep Banking services, our liability will not exceed the liability we may incur while offering such services from the relevant branch."

The following shall be added as Clause 14.5.3:

"If you subscribe to any of our Doorstep Banking products and we fail to fulfil any obligation towards you on account of any circumstance beyond our control, we will not incur any liability towards you."

## 12. COMBINATION OF ACCOUNTS

Our right of set-off contained in Clause 8 (*Set-off and Security*) will not apply if you are holding the Account as a trustee or on behalf of a firm of which you are a partner.



**13. COMMUNICATIONS TO YOU**

Clause 9.2.3(f) shall be modified to read as follows:

(f) if published in daily newspapers, posted at any of our branches where you have an Account or through which you are availing of any Products or on our website, at the time of publication or posting.

**14. CONFIDENTIALITY**

Under Clause 11.4 (*Transfer of information to different jurisdiction*) we may transfer any of the information described in Clause 11 (*Confidentiality*) to any party to whom we are authorised to disclose, including CIBIL or any other agency authorized in this behalf by the RBI, notwithstanding that such information may be stored, processed or used in jurisdictions, which do not offer the same level of protection of personal information as is enjoyed in the jurisdiction applicable to you.

**15. ANTI-MONEY LAUNDERING**

You hereby undertake that you shall under no circumstances make remittances towards participation in lotteries, money circulation schemes, other fictitious offers of cheap funds, etc. and you acknowledge and undertake that collecting and effecting or remitting such payments directly or indirectly outside India would make yourself liable to be proceeded against for contravention of the FEMA besides being liable for violation of regulations relating to AML Laws and Policies.

**16. GOVERNING LAW AND JURISDICTION**

If Indian Law applies, we retain the right to approach the DRT, or any other relevant forum.

**17. SERVICE OF PROCESS**

Clause 15.3 (*Service of process*) shall not be applicable.

**18. DORMANT ACCOUNT**

The following paragraph shall be added to Clause 16.5 (*Dormant Account*):

If an Account is dormant for more than twenty-four months, we may treat it as an inoperative account in accordance with the RBI Notification on "Unclaimed deposits and inoperative / dormant accounts in banks" dated 18 February 2009, bearing number RPCD.CO.RF.BC.No.89 /07.38.01/2008-09, as amended from time to time.

**19. INTERNATIONAL PAYMENT**

Under Clause 18.5 (*International Payments*), you agree and acknowledge that all remittances to any person or entity outside India or any transaction involving foreign exchange will be made only in compliance with applicable Laws and relevant rules and regulations framed by the RBI under the FEMA or any other applicable legislation. You agree that you will, at our request, provide us with all necessary documents and forms prior to any transaction involving foreign exchange in order to enable us to process such Instructions to remit money outside India and to ensure that you are in compliance with all applicable Laws.

**20. WRITING CHEQUES**

Clause 19.2.5 of the Conditions shall not be applicable.

**21. CONTRACTUAL RECOGNITION OF BAIL-IN**

Clause 14.13 (*Contractual recognition of bail-in*) shall not apply to the extent it conflicts with any guidance from or requirements of the RBI from time to time.

**22. POSITIVE PAY SERVICE**

22.1. Subject to and in accordance with the terms of this clause, the relevant Operational Materials, the Relevant Electronic Terms and the Conditions, we agree to provide to you the Positive Pay Service, whereby we (through NPCI, or any other body nominated



by the RBI for this purpose) compare cheques received for clearing against a list of cheques issued and we honour cheques that match.

- 22.2. The Positive Pay Service shall consist of the following actions and obligations by you and us:
- (a) you shall transfer to us the Issued Cheque File in accordance with the Operational Materials. The Issued Cheque File will be imported into our systems for comparison with the cheques actually presented for payment against your Accounts; and
  - (b) the Issued Cheque File shall accurately state, such details as communicated by us to you in the Operational Materials for each cheque drawn against your Accounts since the last Issued Cheque File was transferred. A separate Issued Cheque File should be transferred for each Account.
- 22.3. In the event of any system failure of either party which prevents us from receiving or processing the Issued Cheque File, the Issued Cheque File shall be deemed to have not been received by us (even if we are in fact in possession of the Issued Cheque File). Accordingly, the Bank shall process any cheque issued by you which is presented for payment in accordance with applicable Laws.
- 22.4. These terms do not cover any cheque which we have already cashed, negotiated or paid prior to the date on which these terms take effect or which we have already committed to honour or pay under any applicable Laws governing such items.
- 22.5. You shall send the Issued Cheque File to us in the format as specified by us in the Operational Materials. The Issued Cheque File will be provided by you to us using the Relevant Electronic Platform or any other mode as communicated by us to you in the Operational Materials.
- 22.6. We (through NPCI, or any other body nominated by the RBI for this purpose) shall compare the details of each cheque presented to us for payment against the relevant Issued Cheque File received by us. If the details match, we may honour such cheque in accordance with Clause 19 (*Cheques*) of the Conditions.
- 22.7. If we notice any Unmatched Cheque, we shall, in accordance with the Operational Materials, notify you via email (to your designated email address(es) in the Operational Materials) or through the Relevant Electronic Platform of such Unmatched Cheques. We shall then, to the extent permitted by applicable Laws, use reasonable endeavours to return this Unmatched Cheque to the relevant cheque clearing house.
- 22.8. You shall inform us as soon as reasonably practicable in accordance with the Operational Materials if you believe any cheque is an Unmatched Cheque due to fraudulent activity. We shall then, if permitted by applicable Laws, use reasonable endeavours to return this Unmatched Cheque to the relevant cheque clearing house.
- 22.9. Any cheques which are Unmatched Cheques due to any system error or error caused by you will be investigated. We will then use reasonable endeavours to investigate and resolve these errors and process these cheques again once we believe the errors have been resolved.
- 22.10. Unless otherwise provided under applicable Law, notwithstanding anything else in this Clause 22 (*Positive Pay Service*), we retain full rights to honour or reject any cheque presented to us for payment in due course and in accordance with Clause 19 (*Cheques*) of the Conditions (including where the cheque is an Unmatched Cheque).
- 22.11. We shall not be responsible or liable for, and you shall assume all risks in connection with, any losses due to:



- (a) any inaccurate or missing information provided by you in accordance with the Positive Pay Service, whether in relation to the Issued Cheque File or otherwise; or
  - (b) us not receiving the Issued Cheque File by the deadline specified in the Operational Materials for any reason whatsoever.
- 22.12. Clause 22.11 shall be in addition to, and shall not affect, any limitation of liability, indemnity or any other protection available to us under the Conditions and any other Laws to which we may be entitled.
- 22.13. The provisions of this Clause 22 (*Positive Pay Service*) shall be supplemented by the relevant Electronic Terms corresponding to each electronic platform by which Positive Pay Service is accessed or used at any point in time (the "**Relevant Electronic Terms**", and each relevant electronic platform, the "**Relevant Electronic Platform**").
- 22.14. This Clause 22 (*Positive Pay Service*) supplements and should be read in conjunction with the Conditions and, in particular, Clause 2.1(g), Clause 5 (*Fees and Taxes*), Clause 6 (*Indemnity and Exclusion of Liability*), Clause 7 (*Termination*) and Clause 14.4 (*Variation*) of the Conditions.
- 22.15. The following definitions shall apply to this Clause 22 (*Positive Pay Service*)
- (a) "**Issued Cheque File**" means an electronic file detailing all the cheques issued by you.
  - (b) "**NPCI**" means National Payments Corporation of India.
  - (c) "**Positive Pay Service**" means the positive pay service provided by us to you as described in Clause 22.2(b) above.
  - (d) "**Unmatched Cheque**" means any cheque that does not match the Issued Cheque File when compared in accordance with Clause 22.6 above.



**BNP PARIBAS**

**PART B – DEFINITIONS AND INTERPRETATION**

**23. DEFINITIONS**

“**CIBIL**” means Credit Information Bureau (India) Ltd.

“**DRT**” means the Debt recovery tribunal in India;

“**FEMA**” means the Foreign Exchange Management Act, 1999

“**RBI**” means the Reserve Bank of India.

**24. INTERPRETATION**

In this Country Schedule, a reference to a Clause is a clause of the Conditions and a Paragraph is a paragraph of this Country Schedule