General Terms and Conditions for Cash Management Facility

These Terms and Conditions shall be applicable to all Cash Management Facility offered by YES Bank or which may be offered by YES Bank anytime in future and are to be read in conjunction with specific terms and conditions for each Cash Management Facility and acceptance letter issued by YES Bank.

- "Account" shall mean any bank account of the Client with YES Bank Limited, which is designated as eligible account by YES Bank Limited for the Services.
- "Affiliate" of YES Bank shall mean and include (a) any company which is the holding company or subsidiary of YES Bank, or (b) a Person under the control of or under common control with YES Bank, or (c) any Person of which YES Bank has a direct or beneficial interest of 26% or more of the voting securities. For the purpose of this definition of Affiliate, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever.
- "Agent" means the Person identified and engaged by YES Bank for provision of Services.
- "Application" shall mean application by the Client for availing of Facility from YES Bank in form and manner prescribed by YES Bank.
- "Acceptance" shall mean a letter issued by YES Bank accepting the Application on terms and conditions specified therein.
- "Banking Day" means a day on which branches of YES Bank are open for the transaction of ordinary banking business in India.
- "Beneficiary" shall mean such person whose name shall appear on the face of the Instrument / payment request as the payee.
- "Cash" shall mean currency notes in circulation in India
- "Client" shall mean any Person having an Account and who has been issued Acceptance by YES Bank in writing pursuant to Application made by Client in relation to the Facility.
- "Correspondent Bank" means any other bank with whom YES Bank has entered into an arrangement for provision of Services.
- "Disbursements" shall mean the payments to be made by YES Bank for and on behalf of the Client to the Beneficiaries in accordance with these Terms and Conditions and shall include bulk disbursements and dividend/interest payouts.
- "Facility" or "Services" shall mean cash management services offered by YES Bank to the Client pertaining to collections of Instruments and Cash and/or payment of Instruments and as mentioned in Application and Acceptance.
- "Instruction" refers to the requests made by the Client for availing Services from YES Bank, in the manner as prescribed by YES Bank

"Instrument" shall mean cheques, demand drafts, pay orders and any other instruments of similar nature including instruments in electronic form viz., real time gross settlement (RTGS), electronic fund transfer (EFT) and electronic clearing system (ECS).in respect of which Services are offered by YES Bank

"Locations" shall mean such locations where YES bank may provide the Services and as agreed in the Acceptance.

"Person" shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm and any other association of persons whether registered or not.

"Pooling Branch" shall mean the branch or branches selected by the Client for the purpose of pooling the collections and to operate the Account or to receive the payment proceeds of the Instruments collected under the Facility.

"Website" refers to the website owned, established and maintained by YES Bank at the URL www.yesbank.in

"YES Bank" or "the Bank" shall mean YES Bank Limited, a banking company incorporated under the Companies Act, 1956 and having its registered office at 9th Floor, Nehru Centre, Discovery of India, Worli, Mumbai – 400 018.

1 COMMUNICATION

- 1.1 The Client agrees that information including data, statements and reports to the Client relating to the Facility may be sent in electronic form to an email address designated by the Client for that purpose in the Application and where data, statements, Instructions and reports relating to the Facility are to be sent to YES Bank in electronic form, they are sent to the designated email address specified by YES Bank in this regard. The Client recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Client agrees that YES Bank shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will YES Bank be liable for any error, omission or delay in the services provided by any internet service provider or any third party service provider on whose performance YES Bank is dependant for transmitting such information or data. YES 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, delay in delivery or any pecuniary loss. YES 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.
- 1.2 The Client agrees and confirms that all transactions effected by or through the Instructions given to YES Bank or otherwise communicating with YES Bank in connection with the Facility or through other means of telecommunication or electronic medium as received by YES Bank, shall constitute legally binding and enforceable transactions. YES Bank shall be entitled to rely and act on any Instructions, which originate or appear to originate from the Client and such actions shall be fully binding on the Client.

1.3 The Client acknowledges that:

a) sending Instruction by facsimile/ email is not a secure means of sending Instruction;

- b) the Client is aware of the risks involved in sending facsimile/ email Instructions, including the risk that facsimile/ email Instructions may:
 - be fraudulently or mistakenly written, altered or sent; and
 - not be received in whole or in part by the intended recipient;
- c) the request to the Bank to accept and act on facsimile/ email Instructions is for the Client's convenience and benefit only.

2 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 2.1 The Client represents to YES Bank that:
- 2.1.1 The Client has full power to issue the Instructions and to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for execution of the Application, these Terms and Conditions and availing of the Facility.
- 2.1.2 Availing of the Facility from YES Bank does not or shall not violate or conflict with any law applicable governing the Client and/or any regulatory requirements, any provision of the Client's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. Provided that the Client shall intimate YES Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the Facility.
- 2.1.3 The Client shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India from time to time) in connection with the Facility.
- 2.1.4 The Client shall be solely responsible for any acts, errors, omission or fraud on the part of its employees or agents.
- 2.1.5 The Client hereby agrees that YES Bank will not be liable for dishonor of any Instrument(s) issued by the Client or any third party or any consequences thereof by reason of delay or non-performance of the Facility, including consequences under Section 138 of the Negotiable Instruments Act, 1881. The Client shall be solely liable for ensuring availability of sufficient funds in the Account at all times for avoiding liability under Section 138 of the Negotiable Instruments Act, 1881.
- 2.1.6 The Client hereby irrevocably agrees to and consents that the Bank may disclose at any time and share with or in any manner make available to any agencies, bureaus, Affiliates, firms, associations, corporate bodies, banks, financial institutions and other persons any information about the Client where such disclosure is necessary under law or where there is a duty to the public to disclose such information or where the interest of YES Bank requires such disclosure. Additionally, YES Bank may disclose such personal and financial information about the Client that is in the public domain.
- 2.1.7 The Client further agrees that in case the Client commits default in the repayment of any dues that may arise as a result of the Facility provided by YES Bank or interest there on or any of the amounts that may be due to YES Bank or any costs, charges and expenses incurred by YES Bank on the Client's account, YES Bank and/or RBI and/or Credit Information Bureau (India) Ltd will have an unqualified right to disclose or publish the Client's name (including the name of the directors) as defaulter in such manner and through such medium as the Bank and/or the RBI and/or Credit Information Bureau (India) Ltd in their absolute discretion may think fit.

- 2.1.8 The Client acknowledges and confirms that the Services provided herein are for the Clients convenience and a mere extension of the banking services offered at the branch of YES Bank and liability of YES Bank herein shall be limited to the same extent as if the Services provided herein are provided at the branch of YES Bank.
- 2.1.9 The Client agrees to comply with such security procedure as may be prescribed by YES Bank from time to time for purpose of sending Instructions. The Client undertakes not to disclose the security procedure to any person. If the Client is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Client must notify YES Bank immediately. Further the Client shall keep the Bank harmless and indemnified for any loss, damage, cost or expense which the Bank incurs or suffers as a result of the Bank providing such Services to the Client.
- 2.1.10 The Client shall keep YES Bank informed of any change in the list of authorized signatory forthwith failing which YES Bank shall not be liable for any loss or damage that may occasion to the Client as a consequence thereof.

3 TERMINATION OF THE FACILITY

- 3.1 The Client may discontinue or terminate use of the Facility hereunder by giving minimum 30 days prior written notice to YES Bank. Provided that such termination shall not affect the Client's liability to fulfill and complete its obligations in connection with the Facility, including without limitation, liquidation of Instruments, payment of interest and services, fees or charges, refunds to YES Bank, etc. The termination of the Facility shall not affect any accrued rights and liabilities of the Client and YES Bank.
- 3.2 YES Bank reserves the right to terminate or suspend the Facility, in whole or in part, forthwith, at any time without assigning any reason by notifying the Client either through its Website, email, fax or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of the Facility, the privileges may be reinstated by YES Bank at its sole discretion.

4 INDEMNITY

- 4.1 The Client agrees to indemnify, without delay or demur, YES Bank and its agents and keep YES 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 YES Bank may suffer or incur, directly or indirectly, arising from or in connection with:
 - Any loss 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 are returned unpaid or any Instruments are dishonored;
 - Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
 - Any error, default, fraud, acts, omission, negligence or misconduct of the Client's employees or any agents;
 - Any claim by any Beneficiary or third party in relation to any Instrument;
 - 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 stop payment Instructions by the Client;
- 4.2 All indemnities given by the Client to the Bank shall survive the termination of the Facility.

5 AMENDMENT TO THE TERMS

5.1 YES Bank has the absolute discretion to amend or supplement any of the Terms and Conditions at any time and that YES Bank will endeavor to give notice of the same by email or by displaying the amended Terms and Conditions on the Website or in any manner, it may deem fit. 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.

6 GOVERNING LAW AND JURISDICTION

6.1 These Terms and Conditions is governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and the Client irrevocably submits to the non-exclusive jurisdiction of such courts and tribunals. YES Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Client hereby consents to that jurisdiction.

7 AGENTS

7.1 The Client acknowledges that YES Bank may appoint agents including but not limited to courier agents for rendering Services to the Clients from time to time.

8 SEVERABILITY

8.1 Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions or affect such provision in any other jurisdiction.

9 CHARGES/FEES

- 9.1 The Client shall be liable to pay fees and charges for the Facility as specified in the Acceptance. The Client shall be solely responsible for the payment of all past, present and future central, state and local levies, direct/indirect taxes, duties fines, penalties and charges (including without limitation service tax, sales taxes, value added taxes, excise duties and customs duties, if any), by whatever name called, as may become due and payable in relation to the Facility. YES Bank is entitled to recover the charges/fees by adjusting the same against the collection proceeds or other funds belonging to the Client or by debit to the Account under the Facility.
- 9.2 Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Client liable for payment of interest at such rate as may be stipulated by YES Bank.

10 NON-TRANSFERABILITY AND ASSIGNMENT

10.1 The Facility is not transferable under any circumstance and shall be used only by the Client. The Client shall not assign its rights or obligations under the Facility to any person. YES Bank may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Client.

11 WAIVER

11.1 No failure or delay by YES Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of YES Bank hereunder are cumulative and not exclusive of any rights or remedies available in law.

12 BANKER'S LIEN AND SET-OFF

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

13 FURTHER ASSURANCES

13.1 In connection with the Facility, the Client agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by YES Bank to carry out or evidence the transactions/services carried out or contemplated under the Facility.

14 DISCLAIMER

- 14.1 YES Bank shall use best efforts in providing Facility to the Clients. All arrangements are exclusive of intervening Bank Holidays and Sundays for clearing purposes i.e. on a working day basis only and the Client unconditionally agrees and understands that the credit to the Client or payout on behalf of the Client would be made after considering the intervening bank holidays after deposit of Instrument. The entries in YES Bank's books as well as in the correspondent bank's books kept in the ordinary course of business of the Bank with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the Client unless in the event of there being any patent mistake or error therein.
- 14.2 YES Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Client in connection with the Facility. YES Bank makes no express or implied warranty with respect to the Facility. YES Bank makes no warranty that (i) the Facility will meet all the requirements of the Client; or (ii) the Facility will be uninterrupted or timely. The Client shall not hold YES Bank responsible for any breakdown/interruption/delay/failure or any technical flaw in the Website, Internet or the related services provided by Internet service providers or other telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Client.
- 14.3 The Client shall be solely responsible for safekeeping and security of the Instruments.
- 14.4 Under no circumstances shall YES Bank, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of Services or resulting from unauthorized access or alteration of

transmissions or data or arising from suspension or termination of the Services or any inability of YES Bank to receive instructions, directions, orders or other communications from the Client or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

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

15 SUPREMACY OF DOCUMENTS

15.1 In case of inconsistency between the Terms contained herein and specific terms contained in Acceptance, then terms contained in Acceptance shall prevail