

<<Date>>

<<Name of the Company>>

Sub: Payables Management Proposal for <<Name of the Company>>

Dear Sir,

At the outset, we would like to thank you for giving us the opportunity to present our credentials on Cash Management Services to <<Name of the Company>>. We take this opportunity to share with you the latest developments at YES BANK and request you to kindly consider our inclusion for providing the captioned banking services to your esteemed organization.

About YES BANK

YES BANK, India's fifth largest private sector Bank with a pan India presence across all 29 states and 7 Union Territories of India, headquartered in the Lower Parel Innovation District (LPID) of Mumbai, is the outcome of the professional & entrepreneurial commitment of its Founder Rana Kapoor and its top management team, to establish a high quality, customer centric, service driven, private Indian Bank catering to the future businesses of India. YES BANK has adopted international best practices, the highest standards of service quality and operational excellence, and offers comprehensive banking and financial solutions to all its valued customers. Today, YES BANK has a widespread branch network of **over 630 branches across 375 cities, with 1150+ ATMs across India.**

YES BANK has been **recognized amongst the Top and Fastest Growing Banks** in various Indian Banking League Tables by **prestigious media houses and Global Advisory Firms**, and has received several national and international honours for our various Businesses including Corporate Investment Banking, Treasury, Transaction Banking, and Sustainable practices through Responsible Banking. YES BANK is steadily evolving as the Professionals' Bank of India with the long term mission of **"Building the Finest Quality Bank of the World in India" by 2020.**

CASH MANAGEMENT SERVICES

YES BANK has been offering a full range of products and services to private and public sector companies that includes Corporate & Investment Banking, Debt Capital Markets, Treasury and Financial Markets, Liquidity and Transactional Products, Trade and Payment services, Project Advisory including Financial Structuring, Risk Mitigation, and also Payroll Solutions through a SMART SALARY PROGRAM.

YES BANK becomes a one-stop bank for all your Payables requirements through a comprehensive Product Suite offering **Cost and Administrative Efficiencies**; superior **Information Management** systems - all within the ambit of best in class **Security** features.

YES BANK's **SMART SALARY Programme** is a power-packed comprehensive offering that can bring immense efficiencies to your organization by automating the entire salary processing cycle through flexible models, assured and faster reconciliation as well as deliver the finest banking solutions through innovative products and services, to suit the needs of your valued employees.

Process Flow of the transactions through YT-OTG:

Yes Bank proposes to offer offline transaction processing to <<Name of the Company>> for electronic transactions (RTGS/NEFT and YES Bank fund transfers/NACH) through YT-OTG platform.

Pre-requisites for YT-OTG application setup:

- 1) Laptop or Desktop with operating system as Windows XP or above.
- 2) Admin rights for installation of YT-OTG application

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- 3) Android version 4.0 and above for accessing this through mobile device with active data connectivity
- 4) Adobe reader need to be installed on the customer’s machine - version 11 and above

A brief synopsis on the process to be followed for the same is captured below: -

Setup Process

- a) Customer provides the request to the bank for availing processing facility through YT-OTG
- b) YES Bank will complete the setup and facilitate installation of the application at the Customer’s PC

Transaction Process for NACH

- a) The Maker creates the transaction file in Yes Bank specified format
- b) The below file naming convention to be followed while naming the transaction file,
 - a. File naming convention(NACH Dr.)

NACH_DR_ddmmyyy_UTILITYCODE_UTILITYNAME_01.csv /txt

NACH_DR	Product name
Ddmmyyy	Settlement date the date of debit
Utility code	18 digit Code allotted by NPCI
Utility Name	Name allotted by NPCI
01	Unique Seq number for each file uploaded for the day

- b. File naming convention(APBS):

NACH_AP_DDMMYYYY_UTILITYCODE_USERNAME_01.txt

- c) The file naming convention should be different for multiple files presented on a given settlement date.
- d) File should be in csv or txt format specified by Yes Bank.
- e) Responses file will be send back on YT-OTG. This should be in format as <Upload File>_resp.csv/txt
- f) Transaction will be rejected in case of any mismatch with that of mandate details or not as per the specification of the format.
- g) File uploaded after cut-off or on holiday will be processed on the next working day.

Corporate Services

YES BANK values your relationship and hence has a dedicated Corporate Services Manager designated to handle all your banking needs. The Service Manager will ensure flaw less product delivery as per committed service levels. He will work closely with you to understand your growing business needs and ensure quick response time to the same.

We look forward to a privileged association with your esteemed organization and assure you of our best of services and attention always.

<<Here the name and contact details of the PSM and CSD should be provided>>

Thank you

Sincerely

<< Relationship Manager TL>>

Designation

Department

Mobile: +91

<<Product Sales Manager TL>>

Designation

Transactional Banking Group

Mobile: +91

For _____

Authorised Signatory

Name : _____

Date : _____

Designation : _____

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ANNEXURE

TERMS AND CONDITIONS GOVERNING CASH MANAGEMENT SERVICES - PAYMENT

These terms and conditions ("**Terms and Conditions**") are in addition and supplemental to 'General Terms and Conditions for Cash Management Facility' posted on the website of YES Bank Limited at the URL www.yesbank.in ("**General Terms and Conditions**") and are to read in conjunction with the said General Terms and Conditions.

1. DEFINITIONS:

- 1.1 Unless otherwise defined herein below, all capitalized terms shall have the meaning as assigned to them in the 'General Terms and Conditions'.
- 1.2 The Client hereby agrees that the 'General Terms and Conditions' shall mutatis mutandis apply to these Terms and Conditions.

2. FACILITY

The Facility shall be provided only at the Instructions of the Client and at the specified Locations mentioned in the Offer Letter.

2.1 Payments

- 2.1.1 YES Bank will make Disbursement to the Beneficiaries at Locations as mentioned in the Offer Letter and as mutually agreed from time to time.
- 2.1.2 The Client acknowledges that for availing of Facility, the Client may designate an Account from which the payment shall be made or provide sufficient funds to YES Bank to liquidate payment obligations of the Client. In case of an Account, the Client shall be solely liable for maintaining sufficient funds in the Account to enable YES Bank to provide the Facility. YES Bank shall not be liable for any dishonour of cheques or Instruments due to insufficiency of funds in the Account or any action initiated or threatened against the Client under Section 138 of the Negotiable Instruments Act, 1881 or under any applicable law.
- 2.1.3 YES Bank agrees to make Disbursements to the Beneficiaries at the Instructions of the Client in accordance with the Terms and Conditions contained herein.
- 2.1.4 The Client shall provide all the necessary details of its Beneficiaries to the Pooling Branch of YES Bank. The details of the Beneficiaries shall be in such format as may be prescribed by YES Bank including but not limited to name and address of the Beneficiary, amount, place where the Disbursement needs to be made and account number (if necessary). The aforesaid details as may be provided to YES Bank, shall be duly signed and/or authenticated, in accordance with the applicable laws, by the representative/s of the Client.
- 2.1.5 The Client agrees to conform to the prescribed authentication technologies and security measures required for providing the Instruction to YES Bank and undertakes to take all reasonable steps to ensure that the accuracy, completeness, authenticity and security of the details provided is not tampered or violated.
- 2.1.6 The Client hereby agrees that YES Bank is not bound to take cognizance of any Instruction on behalf of the Client unless sent in the manner and mode as mentioned in the Offer Letter and/or as agreed from time to time. The Client also agrees that any Instruction, if and as and when required by YES Bank, shall be accompanied by a covering letter, signed by the authorized signatory of the Client, acknowledging the Client's responsibility and liability for the contents of such Instructions. The Client agrees that YES Bank's record of such Instructions and the contents thereof shall be proof of the Client's Instruction and shall be binding on the Client and the Client shall not contest or dispute the same in any manner whatsoever. The Client agrees that it shall, at YES Bank's request, immediately confirm any Instructions and the contents thereof through a letter signed by its authorized signatory. The Client shall not send any Instructions that may contain/ purport to contain virus. The Client confirms and assures that the data/ information/ Instructions

shall be free from virus and agrees to keep YES Bank indemnified against any loss or damage that YES Bank may suffer due to any such Instruction/ information/ data containing / being infected by virus.

- 2.1.7 The Client agrees and undertakes to confirm and ratify without any delay or demur, if so required by YES Bank, all its Instructions given pursuant to these Terms and Conditions and all actions taken / not taken by YES Bank pursuant to these Terms and Conditions.
- 2.1.8 YES Bank agrees to send or deliver the Instruments, to the Beneficiaries as per the details provided by the Client. YES Bank shall be duly discharged of its obligations under the Facility upon posting or dispatch of the Instruments or crediting the amount of the Instrument to the persons concerned in accordance with the Instructions received from the Client and shall not be liable for any loss or delay in receipt of the Instruments. The Client shall be solely liable for maintaining sufficient funds in the Account to enable YES Bank to provide Facility.
- 2.1.9 The Customer agrees to Internet being the means of communication between the Client and YES Bank/ third parties and/or YES Bank and the third parties and fully acknowledges the risks that any such communication may be intercepted, monitored, amended or otherwise interfered with by third parties. YES Bank shall not be responsible or liable to the Client or any third party in the event of any such occurrence in relation to any communication between YES Bank and the Client (*or which appears to have been made on the Client's behalf*), or any communication the Client asks YES Bank to enter into with any third party.
- 2.1.10 The Client agrees that that it is his/its sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the YT-OTG and information stored on the Client's computing and communication systems, and in particular the Clients' and any of its Users' control of User ID and Passwords/PIN and access to YT-OTG. The Client shall and shall also ensure that each User keeps the User ID, Passwords/PIN etc. secure and secret at all times and take all steps to prevent unauthorized use thereof (*whether by reason of cessation of employment of the USE with Client or otherwise*).
- 2.1.11 The Client agrees to keep YES Bank indemnified against all actions, proceedings, costs, losses and damage of any kind which the Bank/its Affiliate may suffer as a result of the Bank/its Affiliate acting on any Client's Instruction in accordance with the Terms herein, or as a result of any failure on the Client's/ User's part, to comply with the duties & responsibilities as stipulated hereunder.
- 2.1.12 The Client acknowledges and agrees that the Instructions for the Facility shall be processed by YES Bank only if the same are received on a Banking Day and during the normal business hours of YES Bank and are authenticated according to the internal guidelines of YES Bank.
- 2.1.13 The Client hereby agrees that YES Bank has the limited responsibility of merely issuing the cheques for and on behalf of the Client as per Instructions and details furnished to YES Bank by the Client and the cheques so issued to the Beneficiaries shall be honored only if sufficient balance is available in the said Account and in accordance with the normal course of banking as if the cheques are issued by the Client itself.
- 2.1.14 In the event of non-availability of sufficient funds in the said Account, YES Bank shall be entitled to dishonour the cheques at the sole risk and consequence of the Client including but not limited to any liability under Section 138 of Negotiable Instruments Act, 1881 and the Beneficiaries shall be entitled to any remedy whatsoever at the sole risk and expense of the Client.

Annexure : Setup Sheet

Customer Registration

Existing

New

Company Name : _____

Company Address : _____

Segment : _____

Contact Person Name : _____

Contact Person Phone : _____

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YT-OTG Offer Letter / Registration Form



Reference Account Number

For existing Setup : _____

Account Code	Cust id	Account No
A1		

*Please attach an annexure in case no. of accounts are more

Processing Type - Without Authorization

Products (Please tick against the appropriate option)

Onscreen*	Bulk Uploads
<input type="checkbox"/> SINGLE RTGS	<input type="checkbox"/> E-payments (RTGS, NEFT and A2A)
<input type="checkbox"/> SINGLE NEFT	<input type="checkbox"/> CHQ
<input type="checkbox"/> SINGLE A2A	<input type="checkbox"/> DD
	<input type="checkbox"/> IMPS
	<input type="checkbox"/> SALARY / A2A / (YCOPS)
	<input type="checkbox"/> NACH

*Please tick the appropriate option

* For IMPS payments MMID creation for all debit account numbers is mandatory

User Access Rights (I - Input Rights / V - View Access)

Access Code (I / V)	Name (with Salutation)	Email id (Mandatory)	Mobile Number (Mandatory)	Account Codes (A1/A2..)	Access Required For
					<input type="checkbox"/> LAPTOP / DESKTOP
					<input type="checkbox"/> LAPTOP / DESKTOP
					<input type="checkbox"/> LAPTOP / DESKTOP
					<input type="checkbox"/> LAPTOP / DESKTOP

*Please attach an annexure in case no. of users are more

*Please do not use common mobile no and email ids for users

Note:

- We agree and acknowledge that the critical information like user id, passwords, activation codes and OTP etc.. will be sent to the email ids and mobile number mentioned in registration form for particular user. We also aware of various risks involved in case of sharing such critical info such as sharing of password, maintaining confidentiality of bank account details/transactions etc, and hereby undertake to indemnify and hold harmless the Bank and the Affiliates in respect of the same.
- Also any modifications of these id's including but not limited to unlock id, password reset, deletion etc., would be done basis duly signed request letter by authorized signatories as per MOP only.

ANNEXURE I

Checklist - for Bulk RTGS/NEFT/Funds transfers within YES BANK		
Payment Purpose	<input type="checkbox"/> Salary	<input type="checkbox"/> Others
Bulk File format type	<input type="checkbox"/> Excel	<input type="checkbox"/> Text
Bulk File upload functionality	<input type="checkbox"/> Auto-Split	<input type="checkbox"/> Indicator Based
Yes bank to Yes bank transfer (YCOPS)	<input type="checkbox"/> Excel	
Debit Entry in Client Account	<input type="checkbox"/> Consolidated	<input type="checkbox"/> Multiple

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Checklist - for Bulk NACH		
Payment Purpose	<input type="checkbox"/> NACH	
Bulk File format type	<input type="checkbox"/> CSV	<input type="checkbox"/> Text

Checklist - for Bulk Cheque / DD Printing Options		
Cheque Nos provided in the file	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Instrument Date provided in the file	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Signature Printing	<input type="checkbox"/> Static	
Print Branch provided in the file	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Checklist - Dispatch Details for Cheque / DD Printing		
* If Remote printing is ticked as NO; all cheques / DD's will be printed and dispatched from Mumbai/Gurgaon NOC's	Remote Printing	<input type="checkbox"/> YES <input type="checkbox"/> NO*
To Client Address by Courier	<input type="checkbox"/> YES	<input type="checkbox"/> NO (Customer to Pick up)

Checklist - for Bulk Transfers within YES BANK SALARY / A2A (YCOPS)		
Bulk File format type	<input type="checkbox"/> Excel	
Debit Entry in Client Account	<input type="checkbox"/> Consolidated	<input type="checkbox"/> Multiple

Pricing

Product	Per Transaction Charge (INR/trnx)	Flat Fee (INR/pm)
REL-ID registration fee	NA	
RTGS		
NEFT		
IMPS		
Funds Transfer (within YES BANK)		
Cheque Issuance - YBL PAP Cheques		
Client Site Cheque Printing		
Cheques - Correspondent Bank		
DD - YES BANK	Issuance	Issuance
	Cancellation	Cancellation
	Stop Payment	Stop Payment
DD - Correspondent Bank	Issuance	Issuance
	Cancellation	Cancellation
	Stop Payment	Stop Payment

Terms & Conditions

I/ We, the undersigned, being customer of YES BANK LTD. (hereinafter referred to as "Bank") hereby confirm that I/We have read, understood and agree to abide and be bound by all the provisions of the terms & conditions including the Most Important Terms & Conditions (Annexure 1) as displayed on the website: www.yesbank.in which govern, all of my/ our accounts, present and future, maintained/ opened/ to be maintained/ to be opened with the Bank from time to time and also the provisions of the various services/ facilities provided at present/ that may be provided in future.

I/ We understand that the Bank may at its sole discretion, at any time and from time to time, without prior or post intimation to me/ us, add, alter or modify any of the said terms and conditions and that I/ We hereby agree to abide and be bound by all such changes as if they form part of the terms and conditions and that any transaction in my/ our account(s) with the Bank and/ or usage of any services by me/ us subsequent to such change shall be deemed and tantamount to my/ our acceptance of all such changes. I/We have read, understood and agree on the file formats shared by the Bank for purpose of initiating bulk payments.

Most Important Terms and Conditions

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- These Terms shall be applicable on both the Customer and the Users and shall form the contract between the User/Customer and the Bank for availing REL-ID.
- For the purpose of availing REL-ID, the Customer/User needs to have legal and valid access to the Internet.
- The Customer confirms that they have assessed the security features of REL-ID and have determined that they are adequate to protect each of the Customer's/User's interests.
- The Customer/User would be allotted a Customer-ID/User ID and a secret Password/PIN by the Bank in the first instance. The Customer/User will be required to change the Password/PIN assigned by the Bank on accessing REL-ID for the first time. As a safety measure, the Customer/User shall change the Password/PIN as frequently thereafter as possible. In addition to Customer-ID/User ID and Password/PIN, the Bank may, at its discretion advise the Customer to adopt Additional Authentication as an additional security measure.
- The Customer/User grants express authority to the Bank for carrying out transactions and instructions authenticated by such Password/PIN and/or Additional Authentication, if any.
- The Customer agrees and acknowledges that the Bank shall in no way be held responsible or liable in the event the Customer incurs any loss as a result of the Bank processing the Customer Instruction/s received through REL-ID by providing the correct Customer ID/User ID/Password/PIN and the Customer/User shall fully indemnify and hold harmless the Bank and the Affiliates in respect of the same.
- The Bank shall be entitled to assume that any Customer Instruction(s) received by the Bank from the Customer/User through REL-ID is/are given/ authorized by the Customer/User and agrees that the Bank shall not be liable if such instructions are later found out to be fraudulent, unauthorized, duplicate or erroneous, in any manner whatsoever.
- REL-ID shall be deactivated, at the Bank's sole discretion for **safety purposes**, if the same is not accessed for a period of 3 months or more. The Customer may reactivate the same by providing a written request to the nearest branch.
- As a safe banking security measure, the Bank also reserves its right to suitably modify /deactivate all or any of the features offered under its REL-ID, at its sole discretion, with or without providing any prior intimation to the Customer/User. The Customer/User may have the features reinstated/re-activated by providing a written request to the nearest branch through its **authorized signatory/ies**.
- For the Customer's benefit and convenience, the Bank suggests that the Customer installs /add such additional security features as recommended by the Bank from time to time.
- The Customer agrees that all REL-ID transactions initiated and/or conducted by the signatories, both present and past, are/were duly authorized and ratified by us and the Bank shall in no way be held responsible or liable for the transactions initiated or conducted by and/or the actions of the signatories/Inputter/Viewer.
- The Customer agrees and confirms that the Inputter and the Viewer are authorized in accordance with this Registration Form to have full and complete access to the financial and banking details, data, information and documents pertaining to the Customer.
- The Customer agrees that a transaction being carried out *via* REL-ID may not always be simultaneous with a Customer Instruction. The processing of the Customer Instruction may take time and may only be processed during normal banking hours even though REL-ID is available and accessible beyond such hours.
- **Unauthorized Access:** The Customer shall take all necessary precautions to prevent unauthorized and illegal use of REL-ID and unauthorized access to the Accounts through REL-ID. The Bank shall take all commercially reasonable care to prevent unauthorized access to the REL-ID at its end using reasonable technology.
- The Bank shall not be required to verify or judge the correctness of any Customer Instructions received by it, so long as it satisfies itself of the correctness of the Password/PIN used for providing such Customer Instruction. The Customer acknowledges that any instruction so received by the Bank shall be irrevocable. Should any instruction issued by the Customer, be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in any one of the said ways at the Bank's sole discretion.
- In the event of any alleged fraudulent use of the Account through the Internet, the Customer/User agrees that the Customer/User shall be solely and exclusively responsible for all loss caused thereby and shall not hold the Bank liable for any loss caused thereby. Further, the Bank shall in no way be liable for any loss or damage that may occur due to hacking of the Account(s) by any person which can be termed as 'cyber crime' under Indian or foreign laws.
- All instructions, requests, directives, orders, directions, entered by the Customer, either electronically or otherwise, are based upon the Customer's decisions or are the sole responsibility of the Customer. The Customer understands that entering an instruction, direction, order, and request with the Bank, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. The Bank shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Customer until it confirms the receipt of such instruction, direction, order, request.
- **Liability of the Customer and YES BANK:** Neither the Bank nor the Affiliates shall be liable for any unauthorized transactions occurring through the REL-ID and the Customer hereby fully indemnifies and holds the Bank and the Affiliates harmless against any

action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Customer if the REL-ID is not available in the desired manner due to maintenance activity or for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank. Under no circumstances the Bank shall be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the REL-ID shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the operations through REL-ID.

- Reversal of Salary Credits:** The Customer/employee irrevocably and unconditionally authorizes the Bank to, on the request of Customer's employer/Company, recover by marking hold on excess funds with immediate effect upon receipt of written request from the Customer's employer/Company and further debiting/reversal of credit, any excess amount credited by and/or on the instructions of the employer/company, subject to availability of funds into the Customer's account, along with communication to the customer, through any available mean. The Bank will not be held responsible and liable for any such hold funds/debit/reversal of credit carried out by the Bank, provided that a written request by the Customer's employer/Company is received within 3 (Three) business days from the day of credit of the excess amount. Any request for reversal received after 3 (Three) business days from the day of credit of the excess amount will be executed by the Bank subject to the Employer submitting a written debit authorization note(Physical copy) from the customer/employee and

subject to availability of funds into the customer's account.

- Indemnity:** In consideration of the Bank providing the Customer REL-ID, the Customer shall, at his own expense, indemnify and hold the Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank or Affiliates' execution of the Customer's Instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through REL-ID for any action taken or omitted to be taken by the Bank and /or the Affiliates, its officers, employees or agents, on Customer Instructions. The Customer will pay the Bank and /or the Affiliates such amount as may be determined by the Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.
- The Bank may suspend/ withdraw/ terminate any/ all service/s provided to the Customer under the REL-ID with/ without any notice if the Bank considers it necessary or advisable to do so, for instance, to protect the interest of the Customer in case of a suspected security breach. Further, the Bank may withdraw or terminate the REL-ID anytime either entirely or with reference to a specific service for routine, non-routine or emergency maintenance and/or in case of breach of Terms by the Customer without a prior notice as stated aforesaid; or if it learns of the death, bankruptcy or lack of legal capacity of the Customer.
- Capitalized terms used but not defined herein shall have the meaning assigned to it on the terms & conditions as displayed on the website: www.yesbank.in

Name of Authorized Signatory 1	Name of Authorized Signatory 2		Name of Authorized Signatory 3
Signature and Stamp	Signature and Stamp		Signature and Stamp
Mobile No of the signatory 1	Mobile No of the signatory 2		Mobile No of the signatory 3
PSM / RM / BBL Name	Dept / Branch	Signature	Email Id

