



## **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. 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.

## 8. **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.

## 9. **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.

## 10. **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."

## 11. **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.

## 12. **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.

## 13. **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.

## 14. **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.

## 15. **GOVERNING LAW AND JURISDICTION**

If Indian Law applies:

(a) Subject to our right to approach the DRT, all disputes arising out of or in connection with the Agreement shall be settled by arbitration under the Arbitration and Conciliation Act, 1996.



- (b) The arbitration shall be by a panel of three arbitrators, one to be appointed by us, one by you and the third to be appointed by the two arbitrators so appointed by both parties. The fees and expenses of the arbitrators and all other expenses of the arbitration shall be shared equally by the parties subject to determination by the arbitrators. The place of arbitration shall be Mumbai. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding.

**16. SERVICE OF PROCESS**

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

**17. 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.

**18. 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.

**19. WRITING CHEQUES**

Clause 19.2.5 of the Conditions shall not be applicable.

**PART B – DEFINITIONS AND INTERPRETATION**

**20. 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.

**21. 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