



Utkarsh Small Finance Bank

Non Individual Customer: Terms & Conditions for Account & Term Deposits

We have read and understood the below T&C and understand that any changes to the T&C will be available on the website www.utkarsh.bank only. These terms and conditions apply to and regulate the operations of the Savings & Current, Fixed deposit and Recurring Deposit Non-Individual Account (here in after mentioned as "Non-Individual Account/s") offered by the Bank to Customers. These terms and conditions ("Terms") shall be in addition and subject to any other terms as stipulated by the Bank from time to time.

1. Definitions:

In these terms and conditions, the following words and phrases have the meaning stated here under unless indicated otherwise:

- a) "Account" refers to the Non-Individual Account by eligible entities i.e., Savings Account (Non-Individuals/Trusts/eligible Government bodies) & Current account (Other than Individual Current Accounts).
- b) "Account Opening Form" (AOF) refers to the respective relationship forms for Non-Individual Account products.
- c) "Customer" refers to any person/entity/authorized signatory holding an Account.
- d) "Month" shall mean a month reckoned according to the British calendar.
- e) "Quarter" shall mean a financial quarter i.e. April – June, July –September, October – December, January – March in any financial year.
- f) "Services" shall mean the various services that may be provided by the Bank in connection with the Account and are more particularly referred to / described in these Terms and/or on the website.
- g) "Services Directory" shall mean and include the media by which details about the charges and the rates at which the services are provided for the respective types of Account available.
- h) "Website" refers to the website owned, established and maintained by Bank at the URL www.utkarsh.bank.

Interpretation:

- a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b) Words importing any gender include the other gender.
- c) 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.
- d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.



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e) Words “Utkarsh Bank”, “the Bank”, refer to Utkarsh Small Finance Bank Limited, having its Registered Office at S-24/1-2, First Floor, Mahavir Nagar, Orderly Bazaar, Near Mahavir Mandir, Varanasi -221002.

2. Applicability of Terms:

The terms and conditions (“Terms”) set out below, together with the AOF, account charges and any other conditions which may be implied by law shall govern the operation of the Non-Individual account and other related services offered by the Bank to the Customer. By applying for opening the Account, the Customer acknowledges that he / she has read, understood and accepted these terms and conditions, which form a part of the Customer’s application to the Bank.

Account opening/service provision: All services, including opening of the account are subject to verification of information/documents provided by us. In the event of non-opening of the account, initial funding if any made by cash shall be refunded by means Demand Draft (or) as per extant guidelines Existing Customer ID: In case of existing customers, the Bank reserves the right to tag the new account with the existing customer ID without any prior intimation.

Services: The complete list of services available to me/us will be available on www.utkarsh.bank and changes if any will also be updated in the bank's website. **Fees & Charges:** We consent to pay the charges as levied by the bank and applicable levies and taxes (stipulated by Govt. of India) and communicated by the Bank from time to time. The Bank shall be at liberty to deduct the said amount from the Customer’s account without any notice. **Change in Fees, Charges & Services:** Any change/discontinuation of Fees & Charges, Services, or Interest Rate will be intimated to us well in advance through letter/SMS/website/email or other means.

Recovery: If no sufficient balance is available in the account to pay fees/charges, we authorize Utkarsh Small Finance Bank to set off against any sanctioned facility and shall have the first right of such set off from any credit into the said account. The Bank shall have the right to suspend the operations of the account without notice in accordance with the provisions of the accepted Banking Law and practice in the case of any regulatory dictum and/or violation of the Laws and regulations and/or due to any suspicious transactions of any nature in the view of the Bank. The Bank shall have the right to close the Account without notice if the account remains inoperative and if there is no balance as stipulated by the Bank from time to time as stipulated and agreed upon. The Bank has also the right to demand a closure of the account if the conduct of the account is not found to be satisfactory by the Bank. In such an event the Bank is shall not be liable for any loss, damages which we may



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occur directly or indirectly. The bank is under obligation to honor all statutory requests/demands and they override all services/facilities being provided by the Bank.

The bank/branch is under obligation to debit /freeze/ close the account if stipulated/mandated by the statutory authorities in writing and the bank/branch will not be responsible for any cheque returns/loss of business for complying with such statutory requests.

Transactions: We are aware that the Bank is not bound to take note of any instructions with regard to the account or ancillary to the account as received by the Bank from any non-registered and/or unauthorized channels. In the event of any such rejection based on any instructions so received from any non-registered or unauthorized channels the Bank shall not be liable for any loss, damages which we may occur directly or indirectly on account of the rejection.

Cheque Book: The Bank reserves the right to suspend the issuance of fresh cheque books if the Bank is of the opinion that the conduct of the account is not satisfactory and instruments are dishonoured for want of funds. Cheque books will be couriered directly to the mailing address given by the Customer provided all formalities are completed. Subsequent cheque books can be requisitioned through the requisition leaf available in the cheque book or through ATMs subject to satisfactory conduct of the Account. Cheque books are normally issued free of cost, however, Bank reserves the right to recover the cost of the cheque book requisitioned. Alterations, if any, on cheques are required to be authenticated by the drawer's signature against each such alteration. Bank reserves the right to refuse payment of cheques that have been altered in any way unless the alteration is authenticated by the drawer under full signature as per specimen on record with Bank. Cheques should be drawn in such a way as to prevent alteration after issue and the drawer's signature should be uniform with that on record. Bank will record and accept instructions from the drawer for stopping payment requests against cheque/s that are lost, stolen, or not required to be paid against, only if such instructions are received from the drawer by the Bank, prior to presentment of such cheques at the Bank or in the case of e-cheques, only if the stop payment requests are logged prior to payment of moneys against the same, and Bank shall not be responsible in any manner whatsoever for any losses caused, or payments made, if the cheques are presented for payment to Bank prior to receipt of instructions, if any, from the drawer of the cheque/s or in the case of e-cheques, if the stop payment requests are logged after payment against such cheques has been initiated by Bank. Bank may charge Service charge for such countermanding instructions. Bank may dishonour and/or return cheques unpaid which are altered, if considered by the Bank to be ambiguous or suspicious in any way, or if received for payment more than three months after the date the cheque is drawn. Customer should issue cheques in the account only after making prior arrangement of funds in the account to avoid returns/dishonour. If a cheque issued by a Customer is



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required to be returned for insufficient balance in the Account or for being in excess of arrangements, a penalty/charge may be levied by Bank. If any cheque deposited by the Customer is returned unpaid, service charge may be recovered from the Customer. In case of large number of returns/dishonours in the account, the Bank reserves the right to take corrective action for the specific accounts as deemed fit. The Bank is not liable if any cheque/s is/are returned due to "Insufficient Funds" as the bank/branch has complied with statutory requests.

Corporate Internet Banking: - For Corporate Internet Banking (as and when made available by the bank), the work flow rules would be common for all transaction type. Corporate Internet Banking will be given to every user who have applied for Corporate Internet Banking. View Access: View access option on Corporate Internet Banking Includes Account related information and all other access option introduced from time to time as may be decided by the Bank. Transaction Access: Transaction access option on Corporate Internet Banking includes transfer between own accounts, Inter Bank Fund Transfer (for e.g. non Utkarsh Small Finance Bank Account Holder through RTGS/NEFT), Salary upload etc. and other services offered by the Bank. The bank/branch will not be held responsible for the misuse of any such facility. Further /We understand that the security of such information lies with the account holder/s.

Retail Internet Banking (For proprietorship firms): Please note that the terms & conditions pertaining to retail internet banking as mentioned below will be applicable in case of proprietorship concerns.

Disclaimer for Utkarsh Small Finance Bank Internet Banking: "I/We acknowledge that the issue, usage of Utkarsh Small Finance Bank Internet Banking facility is governed by terms & conditions in force from time to time as set forth on the www.utkarsh.bank and agree to abide by the same. I/We am/are aware that Utkarsh Small Finance Bank Ltd does not seek any information relating to login ID/Password in any form including through e-mails from its customers. I/We further agree and confirm that Utkarsh Small Finance Bank shall not be liable for any losses arising from my/our sharing/disclosing of login ID, password, cards, card numbers or PIN (Personal Identification Number) to anyone, nor shall make claims on the bank for any unauthorized use. I/We shall take all precautions to protect my/our account details so as to avoid any unauthorized use.

Transaction Access. Statement via E-mail (Free): In case if the customer has opted for Email statement it will be sent once a month and shall be sent to registered E-mail ID. And in all such cases no physical statement shall be couriered/ dispatched. Alerts on



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Mobile (SMS Banking): SMS Banking will be given by default at the time of account opening. This service is free for initial One month. Please refer to the schedule of charges as the SMS Banking is a Chargeable Service.

Important Note : Escrow, Dividend, IPO, Settlement, or any other account decided by bank as applicable from time to time cannot be given Transaction access on channel Services.

DECLARATION:

We have read, understood and here by agree to the terms stated in this Application Form as well as the Terms and Conditions governing the Non-Individual Account and the various facilities/services such as mobile banking, corporate internet banking, debit cum ATM card and such other services available under Utkarsh Small Finance Bank Non-Individual account and as displayed on www.utkarsh.bank and agree to abide by the same. We understand that the said terms and conditions are subject to revision from time to time and we agree to keep ourselves updated of such changes and be bound by the terms and conditions as are in force from time to time. We confirm that the authorised signatories as approved by me/our Board/all the partners of the firm/all members of the Managing Committee, are authorised to operate the account. We agree and understand that Utkarsh Small Finance Bank Ltd/ Affiliates reserves the right to reject any application without providing any reason. We agree and understand that Utkarsh Small Finance Bank Ltd. reserves the right to retain the Application, and the documents provided therewith, including photographs, and will not return the same to us. We further agree that any false/misleading information given by us, or suppression of any material fact will render our account liable for closure and further action. We also here by agree to indemnify Utkarsh Small Finance Bank and their successors or assignees if any of the representations and declarations made here under by us is incorrect, false or misleading in any of its particulars.

We here with confirm/agree: a) that all the particulars and information given in the Application form (and all documents referred or provided there with) are true, correct, complete and upto date in all respects and we have not withheld any information. We agree and Under take to provide any further information that Utkarsh Small Finance Bank Ltd./its Affiliates may require, b) that we have had no insolvency initiated against us nor have we ever been adjudicated insolvent, c) that we have not at any time defaulted under any loan taken by us from any other bank/institution, or been in non-compliance of the applicable rules/regulations/guidelines in force from time to time, as framed by the Reserve Bank of India, d) that we have read and agree to the charges applicable to Non-Individual account and all other facilities to be availed by us and hereby agree to bear the charges as revised from time to time by the Bank. . e) We have read and understood the facilities available under Utkarsh Small Finance Bank Non-Individual Account as listed on the Utkarsh Small Finance Bank Website. We have also gone through the schedule of charges and understand that to be eligible for the concessions, we have to maintain the minimum average balance, as



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indicated in the Schedule of Charges and agreed upon by us on a Monthly/Quarterly/half yearly basis and in the event we fail to do so, we shall be liable to pay a fee every Month/Quarter as indicated in the schedule of charges. We also understand that continuation of the account is at Utkarsh Small Finance Bank's sole discretion and in case the Bank is dissatisfied with the conduct of the account, Utkarsh Small Finance Bank has the right to close the account after giving me/us 15 days' notice or withdraw the concessions in all or any service charges granted to us and/or charge Utkarsh Small Finance Bank's applicable rates for services availed by us. I/ We here by declare that in case of being professional(s)* by occupation, the said account will be used exclusively for our own transactions and not on behalf of our clients. *(not applicable for regulated and supervised individuals and entities) . I/We shall solely be responsible for ensuring full compliance with all the FEMA rules, regulations or notifications there under, applicable laws and regulations in any relevant jurisdiction in connection with establishment of my/our relationship with Bank and for any/all the transactions undertaken by me/us under the various Non-Individual account products offered by Bank and shall indemnify and keep indemnified Bank from all actions, proceedings, claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Bank in connection with any failure to comply with any such applicable laws/regulations. We here by authorize Utkarsh Small Finance Bank to exchange, share or part with all the information/data provided here in including personal and business information with financial institutions/credit bureaus/agencies/ statutory bodies/other such persons to the extent it is necessary, in order to facilitate the Bank to comply with its obligations under various applicable laws, regulations, and standards. We shall not hold Utkarsh Small Finance Bank Ltd. or its agents/representatives liable for using/sharing information provided here in for the said purpose. We shall keep Utkarsh Small Finance Bank informed at all times, regarding any changes/alteration in our communication address and authorize the Bank to update any such change/alteration in our communication address that the Bank may be informed of by me and/or is brought to the notice of the Bank and here by authorize Utkarsh Small Finance Bank to contact us on such changed/altered address. We shall be solely responsible to ensure that Utkarsh Small Finance Bank has been informed of the correct address for communication within two weeks. We agree to indemnify Utkarsh Small Finance Bank against any fraud or any loss of damages suffered by Utkarsh Small Finance Bank due to our providing of any incorrect communication address and/or failure on our part to communicate the change/alteration in our communication address. The Applicant/s has/ have no objection to Utkarsh Small Finance Bank Limited, its group companies, agents/ representatives to provide us information on various products, offers and services provided by Utkarsh Small Finance Bank / its group companies / other entities through any mode (including without limitation through telephone calls / SMS / E-mail} and authorize Utkarsh Small Finance Bank / its group companies/its agents/ its representatives for the above purpose. We understand that Utkarsh Small Finance Bank is under obligation to share all information with CKYC Registry if



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account/s are opened with Aadhaar Card. Further we understand that irrespective of whatsoever committed by the bank/branch, the bank/branch is under obligation to honor all Statutory requests/demands provided in writing and we will not hold bank/branch responsible for any cheque returns/loss of business due to such compliance with statutory requests.

Force Majeure: Bank's obligations contained herein will 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 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, riots, insurrection, war or acts of government, changes in legislation and other allied acts of regulatory nature] then 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 which any such obligations are not capable of being fulfilled. 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.

Indemnity: The Customer hereby agrees that it shall, at his/its own expense, indemnify, defend and hold harmless Bank from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Account or the Services or breach, nonperformance or inadequate performance by the Customer of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations. Under no circumstances shall Bank be liable to the Customer for any direct, indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services. Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever. The Customer shall indemnify Bank as collecting Banker for any loss or damage which Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by Bank shall be deemed to have been given in every case at the Customer's express request. The Customer shall keep Bank indemnified at all times against, and save Bank harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgment) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Bank in resolving any dispute relating to the Customer's Account with Bank or in enforcing Bank's rights under or in connection with



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the Terms and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with Bank performing its obligations here under or accepting instructions, including but not limited to, fax and other Telecommunications or electronic instructions, and acting or failing to act there on. If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgment) on such unpaid sum at such rate or rates as Bank may from time to time stipulate from the date the payment is due up to the date of payment.

No Encumbrances: The Customer shall not create or permit to subsist, any encumbrance or third party interest over or against any Account(s) with Bank or any monies lying therein without Bank's prior written consent. The Customer/s shall not associate their name/s with the Bank without the prior written approval of the Bank.

Bankers lien and set off - Marking of lien on deposit / advances accounts A banker has a general lien on securities / deposits held by it unless there is a contract, expressed or implied, to the contrary. The banker's right of lien is not barred by the law of limitation which sets a particular time period for filing a suit. As such banker's lien continues over the security irrespective of the fact that the period of limitation has expired. A banker may, therefore, retain the security. It may be mentioned here that a banker does not have lien over the credit balance lying in a customer's SB/CD/CC account. The banker's right, in such cases is a right of "set off". The banker's right of lien can be exercised on the money lying with him so long as it is earmarked. Where it has ceased to be such a separate earmarked sum, the banker's "right of lien" is converted into the "right of set off". Lien may be marked in the deposit / advances account/s in the following events: On term deposit receipts / accounts for the purpose of availing advance against them. On the term deposit receipt for hiring of locker. On term deposit receipt for margin on letter of credit / letter of guarantee. In CC limit lien should be marked for (a) Invocation of a letter of guarantee (b) Cheque returned in BP (c) Release / replacement of securities (d) Payment under letters of credit (e) Interest recovery for any other purpose as per instructions of Branch Manager / Zonal Office / Central Office.

Governing Law: The laws of India shall govern these Terms. The Parties here by agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user here by consents to that jurisdiction. Any provision of the Terms 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 the Terms or affect such provision in any other jurisdiction.



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Disclosure: a) The Customer hereby irrevocably authorises the Bank to disclose, as and when the Bank is required to do so in order to comply with the applicable laws or when the Bank regards such disclosure as necessary or expedient, (including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from the Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his/her Account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to: · the Head office, affiliates, or any other branches or subsidiaries of · his/her auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank; · vendors, installers, maintainers or servicers of the Bank's computer systems; · any exchange, market, or other authority or regulatory body having jurisdiction over the Bank, its head office or any other branch of Bank or over any transactions effected by the Customer or the Customer's Account; · any party entitled to make such demand or request; · any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms; · any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of services in respect of the Customer's Account(s) or Facilities (as the case may be) or in connection with the operation of the Bank's business; · any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing services to the Customers or processing transactions pertaining to the Customers' Accounts or Facilities; and · to enable the Bank to centralise or outsource its data processing and other administrative operations) to the Bank's head office, its affiliates or third parties engaged by the Bank for any such services/operations. Any government/regulatory/judicial authority/agency in case of default, if any committed by the Customer in discharge of its / his / her obligation. · the Customer hereby agrees and consents that the Bank shall be entitled, in connection with the Customer's application for any Account, facilities or services provided by the Bank, or during the course of the Customer's relationship with the Bank, to obtain and procure information pertaining to the Customer or any of his/ her/ its Accounts, legal or financial position from whatever sources available to the Bank. Closer of Non-Individual Deposit Account by the Bank. The Bank has a right to close an account in the following circumstances:

- (1) Where the depositor is drawing cheques without providing funds in the account or not maintaining minimum required balance.
- (2) Where the depositor is depositing cheques on another Banks which are not honoured.
- (3) Where the depositor frequently request for stop payment of cheques drawn by him.
- (4) Where the depositor is trading rashly or fraudulently which transactions are likely to involve the Bank in a loss.



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(5) Where the account is un-remunerative like, deposits of heavy cash in the accounts at cash surplus branches, large number of transactions in the account without maintaining corresponding balance in the account etc.