

GCMS Plus Local Rules for India GIFT Branch

1. Definitions & Interpretation

1.1 Definitions

Any defined terms used and not otherwise defined in GCMS Plus Local Rules for India GIFT Branch (hereinafter referred to as the “Local Rules”) shall have the meaning set forth in the GCMS Plus Basic Agreement or COMSUITE Basic Agreement or GCMS Plus Terms and Conditions including any such agreement/document signed by the Customer for availing internet banking facility provided by the Bank (hereinafter referred to as the “Agreement”). For the purposes of the GIFT Branch, references to the term “**Customer**” shall pertain to entities located in notified SEZ, or companies/corporations outside India, and shall include (i) GIFT International Financial Services Centres Authority (“**IFSCA**”) based entities (including FIs); (ii) Overseas (outside India) corporates/ FIs; and (iii) Indian entities, where permitted by RBI.

“Account”	means the Customer’s bank account(s), loan/facility account(s), depository account(s) and/or any type of account(s) opened/maintained with the Bank which are eligible account(s) for purpose of internet banking including CIF.
“Agreement”	means GCMS Plus Basic Agreement or COMSUITE Basic Agreement or GCMS Plus Terms and Conditions including any such agreement/document signed by the Customer for availing internet banking facility provided by the Bank.
“Applicable Law”	shall mean and include all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, handbooks or other norms issued by Reserve Bank of India (RBI) and/or International Financial Services Centre Authority (IFSCA) or any other competent/statutory body from time to time and orders of any governmental authority and any modifications or re-enactments thereof.
“Application” or “Form”	means and include any designated forms or applications for any products, service etc. as may be specified by the Bank from time to time including any documents.
“Bank”	means MUFG Bank, Ltd.
“Business Day”	means a day (other than Sunday or public holiday) on which commercial banks are open for business in the cities where the Customer is having its Account with the Bank.
“Business Hours”	means and include (a) <u>For Bank</u> : As informed/notified by the Bank from time to time; (b) <u>For Others</u> : The hours which the respective office/workplace is open for business including the designated time specified by the respective office/workplace.

“CIF” or “Customer Identification/Information File”	means the unique Customer Identification/Information File number issued by the Bank for respective Customers.
“Customer”	means a person including individual(s), company, partnership firm, trust, club/association etc, who has an Account with the Bank and/or who has been authorized by the Bank to avail of the internet banking services inter alia on the terms and conditions contained herein or having a CIF.
“File Transfer Service”	means and include any document/transaction/file as specified by the Bank from time to time which can be authenticated and shared via GCMS Plus including but not limited to LC Application, import documents, custom duty payment, bank guarantee issuance, export bills lodgement / regularization (non-dispatch cases), Fixed Deposit closure request, foreign remittance transactions, ratifications letter, vendor payments, credit facilities loan rollover/working capital demand loan/pre-shipment credit in foreign currency/short term loan request, guaranteed remittance waiver request etc.
“Foreign Currency Account”	means the account opened with the Bank for foreign currency.
“GCMS Plus”	means the internet banking portal/platform of the Bank
“GCMS Plus Agreement”	means the GCMS Plus Agreement signed by the Customer or CIF for availing the GCMS Plus services.
“GCMS Plus Local Rules for India GIFT City Branch” or “Local Rules”	means the terms and conditions herein.
“Instructions”	means any instructions as may be provided by the Customer to the Bank.
“Letter of Credit” or “LC” or “Irrevocable Document Credit”	means a documentary letter of credit, prepared as a pre-condition to the Bank opening or establishing from time to time at the Customer’s request, within the sanctioned limit by the Bank and in accordance with the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce (ICC) Publication No. 600 and the Uniform Rules for Bank to Bank Reimbursements under Documentary Credits, ICC Publication No.725 and duly issued modifications, interpretation or clarification thereof in the form and manner stipulated by the Bank and submitted by the Customer to the Bank from time to time including any amendments thereto on the GCMS Plus platform.

1.2 Interpretation

1.2.1 The provisions of the Local Rules will prevail over the Agreement.

- 1.2.2 Clauses 1, 2, and 4 to 9 of the GCMS Plus Terms and Conditions shall not apply to the services provided by the India GIFT City Branch.

1.3 Transactions

All transactions, pursuant to the Agreement shall be governed by and subject to all Applicable Law and Bank's Internal Rules, Practices and Customary Formalities governing such transactions.

The Customer agrees that any fund transfer request initiated by the Customer through National Electronic Funds Transfer, Real Time Gross Settlement and/or any other mode, the credit will be effected by the Bank solely based on the beneficiary account number information (as provided by the Customer) and the beneficiary name particulars will not be used.

1.4 Statutory Payments

The Bank shall provide the Statutory Payments services subject to Applicable Law and terms and conditions provided herein.

1.5 Fixed Deposit(s) through GCMS Plus:

For the Fixed Deposit(s) and/ or Green Deposits placed by the Customer using GCMS Plus platform of the Bank, the Customer hereby agrees and confirms to abide and be bound by all the Terms And Conditions for Fixed Deposit and/or Green Deposits available at MUFG Bank, Ltd.'s website: <https://www.bk.mufg.jp/global/globalnetwork/asiaoceania/giftcity.html>.

2. FOREX (FX) PAYMENT

2.1 Overseas payment services

3.1.1. The Customer hereby confirms that in the transaction for overseas remittance pursuant to the Agreement, the Bank will be subject to the terms thereof only to the extent that the terms of such transaction (including, without limitation, all related documents and drafts thereof) do not contain, state or mention acts involving any countries, organizations, entities or individuals to whom sanctions apply under lists maintained by the United Nations, the European Union, the United States of America, Japan, India and other equivalent authorities, including, without limitation, goods of origin from sanctioned countries, prohibited goods, places of loading discharge or transshipment, or the use of the vessel or carrier of any of the above.

3.1.2. The Customer agrees and undertakes to provide any and all documents/information as required by the Bank in original, where necessary for the purpose of affecting the remittance. In the absence of the requisite documents/information the Bank will not be liable for processing the transaction.

3.1.3. The Customer hereby confirms and declares that the transaction for overseas remittance pursuant to the Agreement does not contravene the provisions of the Foreign Exchange Management Act, 1999 or any rule, regulation, notification, direction or order made thereunder. The Customer confirms that measures under the Foreign Exchange and Foreign Trade Act of Japan related to North Korea or Iran do not and will not apply to the transaction for remittance.

- 3.1.4. The Customer undertakes to sign and execute a letter of undertaking or undertaking or any similar documents for providing the underlying import documents to the Bank from time to time.
- 3.1.5. The Customer acknowledges and agrees that all transactions conducted through the services provided by the Bank shall be executed exclusively in foreign currencies, excluding the Indian Rupee (INR). The Customer understands that the Bank does not support or facilitate transactions in INR and that any attempt to use INR in transactions will be rejected. The Customer further agrees to comply with all applicable laws and regulations governing foreign currency transactions.

3. OTHERS

3.1 Letters of Credit:

4.1.1. The Customer confirms and declares for every application for the Irrevocable Documentary Credit that:

- (a). the goods imported/to be imported have not been included in the negative list/banned or restricted or canalized lists in the current Foreign Trade Policy of India;
- (b). it is eligible for importation of the goods for which the Customer may apply for the Irrevocable Documentary Credit from time to time and the goods are imported entirely at its own risk and responsibility;
- (c). it is not in contravention or evasion of the provisions of the Foreign Exchange Management Act, 1999 or of any rules, regulations, notifications, directions or orders made thereunder; and
- (d). neither the customer (and related parties) are current targets of sanctions. The term “sanctions” would mean any financial, economic, or trade sanctions administered or enforced by the Government of Japan, the Government of the United States, or India.

4.1.2. The Customer hereby confirms and declares that each request for the issuance of the Irrevocable Documentary Credit will not relate to:

- (a). any country(ies), organization, entities or individuals (under any laws) relating to any sanctioned parties listed under the laws and regulations of the United Nation (“UN”), United States of America (“USA”), Japan, or India any goods of origin from sanctioned countries listed under the laws and regulations of the UN, USA, Japan, or India nor do the vessels or carriers employed for shipment/airway have any relations or nexuses with Iran;
- (b). any prohibited goods under the list of the UN, USA, Japan, or India any place of loading, place of discharge or place of transshipment under the list of the UN, USA, Japan, or India nor any ports located in Iran;
- (c). any vessels or carriers relating to any sanctioned parties listed under the UN, USA, Japan, or India;
- (d). any Office of Foreign Assets Control (“OFAC”) sanctioned countries, or countries sanctioned under North Korean or Iranian measures of the Foreign Exchange and Foreign Trade Act of Japan;

- (e). proceeds will be used for lawful purposes and would not be used or granted to sanctioned parties/activities;
 - (f). any proceeds being used by or granted to sanctioned parties/activities; and
 - (g). repayment of the proceeds involving sanctioned parties/activities.
- 4.1.3. The Customer declares that the goods are freely importable and in case the ordered goods imported from any neighboring countries of sanctioned countries as stated hereinabove, are not meant to be transferred from any Specially Designated Nationals or any sanctioned countries as stated hereinabove, and are covered under the current Foreign Trade Policy of India.
- 4.1.4. The Customer understands and accepts that no legal action can be brought against the Bank by the Customer for any claim, losses or damages that the Customer may suffer on account of a freeze, seizure or any other action taken by the authorities concerned in relation to the issuance of the Irrevocable Documentary Credit in violation of any laws and regulations of the OFAC, UN, Japan or India. The Customer undertakes that the Bank shall have liberty to do all such acts which may be deemed necessary for its compliance with the statutory and other regulatory guidelines as applicable to the Bank.

3.2 Other Applications/Forms

Subject to the necessary authority and requisite approvals, the Customer may send the Bank any Application, Forms, amendment requests (if any), copies of underlying documents/contracts/invoices/bills or any other documents as may be required by the Bank for such products and services as approved by the Bank from time to time over the GCMS Plus platform.

For sending Applications/Forms through the GCMS Plus platform, the Customer hereby agrees and confirms that the Customer understands and agrees that if any request is found incorrect or cannot be given effect to unless it is followed up by submission of requisite documentation (as per the requirements of the Bank), the Bank shall not be required to act on the request until it receives such documentation from the Customer.

3.3 Opening of Current Account:

The Customer hereby confirms that it has read, understood and agrees to abide by the terms and conditions (as may be amended, supplemented and/or replaced by the Bank from time to time) displayed on the Bank's website at the link mentioned below governing the operation of the account(s), deposit(s) and facilities, services, products offered by the Bank which the Customer may use from time to time.

If the Customer is a corporate entity (i.e. company incorporated in India), please refer to the link (GMT + Local Addendum)
GMT + India addendum for corporate:

https://www.bk.mufig.jp/global/globalnetwork/asiaoceania/pdf/gl_master_terms_for_corporate.pdf

If the Customer is a non-corporate entity (i.e. any entity other than company), please refer to the link (MT + Local Addendum)
GMT + India addendum for other than corporate:

https://www.bk.mufig.jp/global/globalnetwork/asiaoceania/pdf/gl_master_terms_for_other_cor

4. CUT-OFF TIME

Product	Timelines
Transactions	<ul style="list-style-type: none"> Designated cut-off time as may be notified by the Bank from time to time Instructions for all transactions that are received after designated cut-off time will be processed on the following Business Day.
	<ul style="list-style-type: none">
Statutory Payments	<ul style="list-style-type: none"> Designated cut-off time as may be notified by the Bank from time to time
Fixed Deposits and/ or Green Deposits	<ul style="list-style-type: none"> Designated cut-off time as may be notified by the Bank from time to time
Overseas payment services	<ul style="list-style-type: none"> Designated cut-off time as may be notified by the Bank from time to time
Letters of Credit	<ul style="list-style-type: none"> Designated cut-off time as may be notified by the Bank from time to time
Other Applications/Forms	<ul style="list-style-type: none"> Designated cut-off time as may be notified by the Bank from time to time
Opening of Current Account	<ul style="list-style-type: none"> Designated cut-off time as may be notified by the Bank from time to time
File Transfer	<ul style="list-style-type: none"> The instruction for the File Transfer Services received by the Bank after the respective designated cut-off time of the relevant branch of the Bank in India will be automatically processed on the following Business Day of the relevant branch of the Bank. The designated cut-off times for each branch of the Bank in India may change from time to time and information regarding the same is available at the respective branches. If at the time the instruction for the File Transfer Services is received by the Bank, the value date listed in the instruction is a date that is no more than seven calendar days prior to the date on which the instruction is received, then the past value date will be automatically replaced with the date on which the Bank receives the instruction (unless the instruction is received after the cut-off time, in which case it will be replaced with the following Business Day) such that the latest value date becomes the date on which the instruction is received (or the following Business Day if received after the cut-off time).

5. LIABILITIES OF THE BANK

- 6.1 The Bank shall not be liable for any unauthorized transactions in the Account(s) through the use of GCMS Plus which can be attributed to the fraudulent or negligent conduct of the Customer.
- 6.2 The Bank shall not be liable to the Customer for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on investment or any other loss of any character or nature whatsoever and whether sustained by the Customer or any other person, if GCMS Plus access is not available in the desired manner for reasons including but not limited to natural calamity, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error of other equipment(s) installed at the Bank or any other reasons beyond the control of the Bank.
- 6.3 The Bank shall endeavor to take all possible steps to maintain secrecy and confidentiality of its Customer's Account/information but shall not be liable to the account holder(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of the Bank.
- 6.4 The Bank, for valid reasons, may refuse to execute any instructions placed by the Customer.
- 6.5 Notwithstanding anything contained herein, where the Bank has reason to believe that any transaction or marking of liens have been fraudulently made (hereinafter referred to as a "**Suspect Transaction**"), the Bank shall be entitled to withhold payment pertaining to such Suspect Transaction in accordance with regulatory laws relating to Money Laundering or otherwise. If the Bank determines after due enquiry and investigation that the transaction is a valid transaction and not a Suspect Transaction, the Bank shall release such withheld payment subsequently.
- 6.6 The Customer agrees not to hold the Bank responsible for any consequential, special, indirect or incidental loss or damage arising from
- (a). any act or omission on the part of the Bank.
 - (b). delayed delivery or non-delivery of applications / payment instructions.
 - (c). observance of local customs and practices, laws and regulations.
 - (d). the contents of the messages transmitted to the beneficiary.
 - (e). domestic or foreign laws and regulations.
 - (f). non-availability of funds in the Account while initiating the payment.
 - (g). any act or omission of the Bank / concerned bank(s) or delayed delivery to verify any tax transfer request.
 - (h). any action taken in good faith by the Bank's staff in effecting the transaction.
 - (i). any special, consequential, indirect or punitive damages.
 - (j). the contents of the messages transmitted to the beneficiary.
 - (k). any losses other than those directly caused by the Bank's negligence.
 - (l). payment made to the beneficiary whose identity is considered to have been positively ascertained / established by offices of the Bank.

(m). any penalty imposed by the tax authorities for any delay in payment or otherwise.

6. RIGHT TO SET OFF AND LIEN

The Bank shall have the right of set off the balance in and put a lien on, irrespective of any other lien or charge, present as well as future, the Account(s) held by Customer or in any other account, whether in single name or joint names, to the extent of all outstanding dues, whatsoever arising as a result of the GCMS Plus services extended to and/or used by the Customer.

7. CONSENT

The Bank may collect, hold, process and use information relating to the Customer and its authorised representatives/persons/agents (“**Customer Representatives**”), including but not limited to information relating to accounts, addresses, business, transactions, sensitive personal data and any other information relating to the Customer and Customer Representatives, whether provided by the Customer or Customer Representatives, or that may otherwise come into the possession of the Bank (such information collectively, “**Customer Information**”). Customer Information therefore also includes sensitive personal data or information (“**SPDI**”) that may consist of or relate to: (a) names, contact details, personal details, business details and personal preferences; (b) information relating to, or arising out of complying with the Bank’s ‘Know Your Client’ (KYC) obligations; (c) information that may help to provide, improve and maintain the Bank’s products and services; (d) financial information that may include, but might not be limited to, details related to Customer accounts, facilities or any payment instrument details; and (e) biometric information that measures and analyses human body characteristics (such as voice, fingerprints or facial patterns).

The Customer acknowledges and agrees that the Bank shall be free to collect, use and/or disclose from time to time Customer Information in whatsoever form to local or foreign entities as may be required, including but not limited to: (a) other offices, branches, subsidiaries, affiliates and group entities of the Bank (such offices and entities, whether in India or in any country outside India, collectively, the “**MUFG Group**”) ¹ and (b) third parties/service providers/vendors/advisors/consultants such as but not limited to messengers, couriers, credit rating agencies, trade repositories, verification agencies and marketing agencies engaged by the Bank, for various purposes which the Bank considers appropriate, necessary or desirable, who in turn may also hold or process the Customer Information (such purposes collectively, “**Permitted Purposes**”). Permitted Purposes include, without limitation, (a) account opening, administration, review and grant of credit facilities to the Customer; (b) conduct of credit checks and references; (c) managing Customer relationship and servicing the Customer including designing, offering and marketing financial and other products and banking services; (d) collection of debts/amounts due by the Customer to the Bank and verification of security provided by the Customer/third party, (e) internal control and risk management; (f) reporting and/or retention of Customer Information to the extent required by any order or directive regarding reporting and/or retention of Customer Information required by any authority, body or agency (whether within or outside India) in accordance with which the Bank/MUFG Group is required or accustomed to act (or where such reporting or retention is required as per MUFG Group’s internal policies); (g) complying with the requests or requirements of any government, regulatory or other similar agency or authority in and/or outside India; (h) general management and oversight; and (i) any other incidental business purposes. The Customer consents that the Bank may retain Customer Information for as long as it is necessary to fulfil the Permitted Purposes for which it was collected and stored or as permissible under Applicable Law.

¹ An indicative list of entities within the MUFG Group can found on our global website (<https://www.mufg.jp/english/profile/>).

The Customer further consents to the disclosure of Customer Information by the Bank and/or the MUFG Group: (a) pursuant to subpoena or other court processes, or to the extent required in connection with any litigation concerning the Customer (b) when requested by any other bank/financial institution/Reserve Bank Of India/credit rating agencies; (c) to debt recovery agencies; (d) to any potential or actual purchaser/assignee of the Bank of any of its rights/business; (e) to participants or processors in any payment network of which the Bank is a member/participant; (f) to any agents or contractors which have entered into an agreement to perform any services for the Bank's and/or the MUFG Group's benefit and to any other person(s) to whom the Bank deems fit to make such disclosure; and (g) when otherwise required to do so in accordance with Applicable Law or for any other incidental, related or collateral purposes.

The Customer represents and warrants to the Bank that where it or any Customer Representative provides any SPDI to the Bank, it is duly authorised to collect, use and disclose such SPDI and, where applicable, that its Customer Representatives have consented to the provision of such SPDI. The Customer hereby further undertakes to procure any other person or party to, sign and deliver to the Bank any documents as the Bank may from time to time require to give full force and effect to the above consent, authorisation and permission given by the Customer.

8. TAXES, DUTIES, CHARGES

The Bank reserves the right to charge and recover from the Customer service charge for providing services through GCMS Plus. The Customer hereby authorizes the Bank to recover the service charge by debiting any of the Accounts of the Customer or by sending a bill to the Customer who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by the Bank in a manner as the Bank may deem fit along with such interest stipulated by the Bank and/or withdrawal of the GCMS Plus without any liability to the Bank. All applicable out of pocket expenses will be borne by the Customer, which may be in addition to the normal charges and may be decided by the Bank from time to time. The Customer shall also be liable to pay service tax or any other fees/taxes as levied by Government or any other authorities from time to time, notwithstanding that the Bank may have the statutory obligation to pay it. In the event any authority decides that this document and/or any other document submitted by the Customer is liable to be stamped, the liability to pay the stamp duty along with any levied penalty and other monies shall be on the Customer and in which case the Customer shall immediately pay such amounts to the authority concerned/Bank without demur. The Bank shall also be within its right to pay such amounts to the concerned authority by debiting the Customer's Account without any notice to the Customer.

9. INDEMNITY

The Customer agrees to indemnify, hold harmless and defend the Bank and its affiliates against any loss and damages that may be caused by or relating to:

- (a). breach of terms and conditions mentioned herein or under the Agreement.
- (b). improper use of the GCMS Plus services by the Customer.
- (c). any claims made by third parties arising from issues related to any failure, delay or interruption of the products and/or services as provided by the Bank's GCMS Plus services.
- (d). the use of products/ GCMS Plus services in any manner which violates the terms and conditions herein or otherwise violates any law, rule, conditions or regulation.

10. AMENDMENTS

The Bank has the absolute discretion to amend or supplement any of the terms of the Local Rules at any time, without prior notice. However the Bank will endeavor to notify the changes by posting it on the website or any other means as the Bank may deem fit which will be binding on the Customer. The Customer will be notified of the existence and availability of the new functionalities/facilities/features as and when they are made available. By using these new services, the Customer agrees to be bound by the terms and conditions applicable therefor.

11. TERMINATION OF GCMS PLUS

The Customer may request for termination of the GCMS Plus facility at any time by giving a written notice. The Customer will remain responsible for transactions made on his/her Account(s) prior to the time of such termination of the GCMS Plus.

The Bank may at its sole discretion, at any time without giving notice or reasons, suspend or terminate all or any of the GCMS Plus services offered by the Bank.

12. GOVERNING LAW AND JURISDICTION

12.1 The Local Rules shall be governed by laws of India.

12.2 All transactions pursuant to the Local Rules shall be governed by and subject to all Applicable Law and Bank's Internal Rules, Practices and Customary Formalities governing such transactions.

12.3 The dispute arising out of the Local Rules shall be subject to exclusive jurisdiction of the Courts in India.