

(These terms would apply to all non-individual deposits)

TERMS AND CONDITIONS FOR FIXED DEPOSITS

These terms and conditions (including any changes/modifications from time to time) together with terms contained in the application form ("**Application**"), the electronically generated fixed deposit advice ("**FDA**") and other conditions which may be implied by law/regulation shall apply to and govern the fixed deposit(s) ("**Deposit(s)**") (collectively, the "**Terms**") offered by MUFG Bank, Ltd. in India ("**Bank**"). By submitting the Application for creating a Deposit, the depositor ("**Customer**") acknowledges that it has read, understood and accepted the Terms. The Terms shall be in addition to any other terms as may be stipulated by the Bank from time to time.

1. The Bank reserves the right to reject any Application for acceptance and/or renewal of Deposit without assigning any reason.
2. The Customer agrees and undertakes to submit to the satisfaction of the Bank, the Application along with all documents detailed in the Application and such other documents/information from time to time as the Bank may require, to enable the Bank to comply with any law or regulation whether domestic or foreign. The documents/information may include proof of identification documents as may be required to meet the Reserve Bank of India ("**RBI**") guidelines on 'know your customer' ("**KYC**")/anti-money laundering ("**AML**")/combating of financial terrorism ("**CFT**"). Failure to provide these documents/information within stipulated timelines or submission of wrong, incomplete or false documents/information may allow the Bank to take such necessary action on such Deposit as it deems fit which may include prematurely terminating the Deposit and paying over the remainder of the proceeds to the Customer or holding of Customer's funds without payment of interest (whether in the same or separate account).
3. The effective/value date of a Deposit shall be the date on which the amounts of such Deposit placed in the account are realised by/credited to the Bank ("**Value Date**").
4. At the time of placing the Deposit, if the Customer does not opt for or request a physical fixed deposit receipt ("**FDR**"), an FDA shall be issued by the Bank. The FDA issued by Bank will contain the details of the amount of the Deposit, the interest payable thereon and the term upon which the Deposit will attain the maturity. In case where auto-renewal option is selected by the Customer, an FDA shall be sent to the Customer on its registered email id (as per the Bank's records) post renewal of the Deposit stating the renewed amount and interest rates applicable at the time of such auto-renewal.
5. Deposit will be auto-renewed (when elected) with maturity proceeds of previous Deposit such that Deposit with interest payout option will be renewed only for the principal amount and the terms of renewal and interest payout would be the same for each subsequent Deposit.
6. The Bank will process Deposit renewal as per the instruction provided by the Customer either during the booking of previous Deposit or any time after that. If request for renewal is received after the date of maturity of previous Deposit, such overdue Deposit will be renewed with effect from the date of maturity at interest rate applicable as on the due date, provided such request is received within 14 (fourteen) days from the date of maturity. In respect of any unclaimed Deposit after the maturity, interest will be paid as per the applicable laws/regulations and/or policies of the Bank from time to time. The renewal will be in accordance with the provision of the relevant RBI scheme/guidelines/directives in force at the time of renewal.
7. The Bank will repay the Deposit on the date of maturity of such Deposit, as per the bank account details provided in the Application, through National Electronic Fund Transfer ("**NEFT**")/ Real Time Gross Settlement System ("**RTGS**") payment mode only. In case the date of maturity happens to be a non-business day for the Bank, the maturity proceeds will be paid to the Customer on the next business day. Interest for the intervening non-business day(s) will be paid on the principal amount of the Deposit.

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8. The Bank retains the right to allow /permit premature withdrawal of Deposit at its discretion. The Bank on request from the Customer, may allow withdrawal of the Deposit before completion of the period of the Deposit agreed upon at the time of placing the Deposit, subject to penal rate of interest in accordance with the policies laid down by the Bank and/or the RBI at such time. If the premature withdrawal is permitted, the payment of interest on such Deposit may be allowed in accordance with the prevailing stipulations laid down by RBI, as well as guidelines issued by the Bank in this regard.
9. a) At the time of creation of a Deposit, the Customer may elect not to prematurely withdraw the Deposit (only where such deposits are on offer in accordance with Bank policies). If the Customer has elected not to prematurely withdraw the Deposit, the Bank will not permit premature withdrawal of the Deposit under any circumstances except where such premature withdrawal is on account of direction from any statutory and regulatory authority (including cases related to insolvency/bankruptcy/winding up/dissolution of the Customer) in which case no interest will be paid on the principal amount of the Deposit.
- b) Auto-renewal facility is not available for such Deposit.
10. a) For the purpose of interest calculation, calendar year is taken to consist of 365 days irrespective of whether it is a leap year. Interest on Deposit is fixed on the Value Date based on the rates fixed by the Bank from time to time and published on the Bank's website and also directives /guidelines issued by RBI. Interest shall be payable at quarterly intervals and shall only be paid when the Deposit exceeds the 7 (seven) days tenure or such other tenure as per the RBI guidelines/directions/policies issued from time to time. The interest methodology shall be in accordance with the guidelines/policies prescribed by Indian Banks' Association and/or directives/policies issued by RBI from time to time and the Bank's internal policies.
- b) Interest will be paid by direct transfer through NEFT/RTGS only, to the bank account of the Customer as mentioned in the Application, or such other bank account updated in the Bank's records after deduction of applicable taxes.
11. The Customer represents and warrants to the Bank (as continuing representations and warranties throughout the term of the Deposit) that:
- i. it is responsible for the diligent discharge of its own tax affairs, liabilities and obligations;
 - ii. it is in full compliance with all applicable laws and regulations (whether in India or elsewhere) relating to tax affairs, AML and CFT binding on or relevant to the Customer;
 - iii. it has not committed or been convicted of, any tax, sanctions, money laundering or terrorism financing offences, whether in India or elsewhere, nor is the Customer subject to any investigation or criminal proceedings, whether in India or elsewhere in relation to tax matters, sanctions, money laundering or terrorism financing; and
 - iv. none of its monies or assets constitutes proceeds from tax, money laundering and/or terrorism financing offences, nor are they from any illegal or illicit sources.
12. The Customer shall:
- i. ensure full compliance with the Bank's due diligence as required under KYC guidelines issued by RBI, all applicable laws and regulations and/or such other norms or policies/procedures adopted by the Bank from time to time;
 - ii. provide the Bank promptly on request any information relating to the Customer's tax affairs as the Bank deems fit;

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- iii. ensure the accuracy of all information it provides to the Bank, any tax authorities or government authorities (as the case may be) in relation to any tax, sanctions, money laundering and/or terrorism financing matters; and
 - iv. ensure that none of its monies or assets will be lent to, invested in or otherwise paid to or used, directly or indirectly, for any tax –illicit, money laundering or terrorism financing purposes, or in violation of any economic or trade sanctions law or regulations.
13. The Bank may, without incurring any liability whatsoever to the Customer, take or refrain from taking any action in its sole discretion as it deems appropriate to comply with or avoid a breach of any economic or trade sanctions laws or regulations that affect the Bank or any other branch or entity related to the Bank whether in India or elsewhere. The actions the Bank may take include, but are not limited to, the freezing of the Customer's assets, the suspension or termination of the Deposit, the holding of the Customer's funds without payment of interest whether in the same or separate account, the cancellation or blocking of any transaction relating to the Customer or the Customer's account and the submission of reports, documents and information to relevant authorities (without the need for any consent or notice). Nothing in this clause shall release the Customer from the Customer's obligation to pay fees and charges due to the Bank.
14. a) The Customer undertakes to promptly provide such information or documentation as is required by the Bank, as per the applicable laws in particular Common Reporting Standard Obligations (“CRS”) and/or Foreign Account Tax Compliance Act (“FATCA”) at the time of placing the Deposit and at any time thereafter, whenever requested by the Bank. Failure on the Customer's part to provide accurate and timely information/documentation pursuant to requirements of the Terms and requests by the Bank may result in the Bank having to deem the Customer recalcitrant and/or reportable and take all necessary action against the Customer in order for the Bank to be compliant with requirements under FATCA and/or CRS and/or result in the Bank being unable to offer any of its services or product including Deposit to the Customer. The Customer also further agrees and acknowledges that the Bank is entitled to take all necessary action to be and remain compliant with FATCA and/or CRS.
- b) The Customer agrees and acknowledges that it will be responsible for the payment of all taxes relating to the Deposit and any sum that may be payable by the Bank to the Customer shall be subject to all applicable laws, including any withholding tax requirement. The Customer will reimburse the Bank on demand for any taxes, assessments or charges that are imposed at any time on or in connection with the Deposit and shall indemnify Bank against liability for any such tax (including any interest and penalties). The Bank is authorised to withhold or deduct any amount from the Deposit or any account for or on account of any taxes or levies required to be withheld or deducted by any revenue or governmental authority for whatever reason with respect to the Deposit. The Customer understands that the Bank is not required to contest any demand made by an authority for such payment.
15. If there is any change in the details provided by the Customer, the Customer shall immediately notify in writing to the Bank and such changes will be recognised only when it is approved by the Bank (subject to the satisfaction of the Bank in relation to Customer's authority and/or KYC).
16. Instructions in relation to the Deposits may be given by the person duly authorised by the Customer only during banking hours on a business day for the Bank. Any instructions received after banking hours will be considered for acceptance on the following business day of the Bank.
17. Deposit is non-transferable and non-assignable.
18. Deposit is covered under the insurance scheme offered by Deposit Insurance and Credit Guarantee Corporation of India (DICGC) subject to certain limits and conditions as specified by the Government of India and/or RBI from time to time.

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19. The Customer authorizes the Bank to debit the Deposit and any other account which the Customer maintains with the Bank in respect of fees, commission and any other charges payable by the Customer to Bank including taxes, cost, charges of any nature (“**Fees**”) in respect of the Deposit. The Fees may be revised by the Bank from time to time, and the Customer hereby agrees that any such revision shall be binding upon the Customer from the date such revised Fees are made available on the Bank’s website or on the date specified by such notice.
20. The Customer agrees that the Bank shall not be liable for executing any instructions if received from the Customer through any form of electronic communication from a source or identity registered with the Bank.
21. If the Deposit remains inoperative or monies lying in Deposit remain unclaimed after maturity for more than 2 (two) years, the Bank may categorize such Deposit as inoperative / dormant account. The Bank reserves its rights to close a dormant account after notifying the Customer at the last known address as per the Bank’s record of its decision to close the dormant account.
22. The Bank reserves the right to modify or amend from time to time with or without notice and without assigning any reasons, any or all of the Terms and the same will be binding on the Customer. The Bank may give notice of any changes either through letter, email or on its website or any other mode as may be deemed fit by the Bank. Where a change is a result of a legal or regulatory requirement applicable to the Bank, such change shall come into effect as and when required by the applicable law or regulation.
23. The Deposit is subject to the internal policies of the Bank as well guidelines/recommendations/rules/directives/circulars prescribed by RBI/Government of India from time to time and other regulatory/statutory guidelines and instructions etc.
24. The RBI has established the Depositor Education and Awareness Fund (“**Fund**”). The Bank shall credit all such amount of Deposit including interest accrued thereon to the Fund if remain unclaimed/unpaid for a period of 10 (ten) years and above in accordance with the directives/guidelines/circulars stipulated by RBI from time to time.
25. a) The Customer acknowledges and agrees that the Bank shall be permitted to 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 or information (“**SPDI**”) 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**”). The Bank agrees to take customary and reasonable measures to maintain the confidentiality of Customer Information.
- b) 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: (i) 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**”) and (ii) 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 and/or MUFG Group, 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 shall mean and include, without limitation, (i) account opening, administration, review and grant of credit facilities to the Customer; (ii) managing Customer relationship and servicing the Customer including designing, offering and marketing financial and other products and banking services; (iii) collection of debts/amounts due by the Customer to the Bank and verification of security provided by the Customer/third party; (iv) 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

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retention is required as per MUFG Group's internal policies); (v) complying with the requests or requirements of any government, regulatory or other similar agency or authority in and/or outside India; (vi) pursuant to subpoena or other court processes, or to the extent required in connection with any litigation concerning the Customer; (vii) when requested by any other bank/financial institution/Reserve Bank Of India/credit rating agencies; (viii) to debt recovery agencies; (ix) to any potential or actual purchaser/assignee of the Bank of any of its rights/business; (x) to participants or processors in any payment network of which the Bank is a member/participant; (xi) to any agents or contractors engaged by the Bank's and/or MUFG Group to perform services and to any other person(s) to whom the Bank deems fit to make such disclosure; and (xii) when otherwise required to do so in accordance with applicable law or for any other incidental, related or collateral 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.

- c) The Customer represents and warrants to the Bank that where it or any Customer Representative provides any SPDI or personal information to the Bank, it is duly authorised to collect, use and disclose such SPDI or personal information and, where applicable, that its Customer Representatives have consented to the provision of such SPDI or personal information. The Customer further agrees that the Bank is not responsible or accountable for the consequences of any occasion where such consent has not been obtained.
26. The Bank shall be entitled at any time and without prior notice to the Customer to combine, consolidate or merge all of or any of the Customer's accounts including amounts lying in the Deposit ("Account(s)") held with the Bank and the Customer hereby authorises the Bank to set-off, adjust, or transfer any sum or sums standing to the credit of any or more of such Accounts in or towards satisfaction of any of the Customer's liabilities to the Bank on any account or in any other respect whether such liability is actual or contingent, past/crystallized or future, primary or collateral. Further, the Bank has the first and paramount lien on all monies lying in the Deposit of the Customer.
27. If the Bank receives any process, summons, orders, execution, distraint, levy, lien, decree, information or notice regarding liability / purported liability of the Customer to any person whosoever, which the Bank, in good faith, believes to be valid and true, the Bank may decline to allow the Customer to obtain any portion of the monies lying in the Deposit or may pay such monies over to an appropriate authority and take any other steps required by applicable law.
28. Any notice or communication or letter addressed to the Customer and sent through post or any other means, at the last known address of the Customer as per the Bank's records shall be considered as duly delivered to the Customer at the time it would be delivered in the ordinary course of post. Any communication from the Customer to the Bank shall be effective upon actual receipt of such communication by the Bank in a form and manner satisfactory to the Bank.
29. The Bank shall not be responsible for delay or loss in postal transit of FDRs or any document/item that may be sent to the Customer in relation to the Deposit held with our Bank.
30. The Bank may reject a Deposit, limit the deposit amount or reject any instruction or other communication at its discretion with or without prior notice or giving reasons.
31. The Customer agrees to fully indemnify, defend and hold the Bank harmless from and against any and all claims, actions, proceedings, damages, demands, liabilities, losses, costs and expenses (including legal fees on full indemnity basis) related to or arising out of: (i) the Bank's acceptance or execution of any request, instruction, direction or transaction of Customer in connection with a Deposit or service; or (ii) Customer's and/or its authorised persons actions or omissions in connection with an Deposit or Service, or any transaction relating thereto; or (iii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer, paid on Customer's behalf, or for which the Bank has no responsibility under the Terms, or (iv) the Bank's responding to legal process pursuant to applicable law related to an Deposit or any transaction relating thereto; or (v) Customer's breach of the Terms.

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32. In case where circumstances require or the Bank deems it necessary, it may at its sole discretion close the Deposit without assigning any reason by giving reasonable time period by written notice to the Customer.
33. a) Notwithstanding any agreement to the contrary, the Bank shall be entitled to freeze or close the Deposit/terminate the relationship at any time and without any notice under certain conditions (including without limitation) mentioned below:-
- i. If the Customer has made incorrect statement as to any significant / material information / particulars while creating the Deposit or at any time while obtaining / availing of any of the services offered by the Bank.
 - ii. The Customer having resolution passed for its voluntary winding up/liquidation (other than pursuant to arrangement of consolidation/amalgamation or merger).
 - iii. In case of institution against the Customer of the proceedings or petition seeking a judgment of insolvency or bankruptcy which proceedings result in the appointment of an administrator, provisional liquidator, receiver, trustee, custodian in respect of all or substantially all its assets or results in a judgment of insolvency or bankruptcy or the entering of and/or making of an order for its winding up.
 - iv. Non- intimation of change in communication address leading to Customer's whereabouts being unknown.
 - v. Improper conduct of the Deposit and/or the profile/nature of the Deposit is not in line with the Bank's internal policies or guidelines pertaining to KYC/AML/CFT or applicable law and regulation (whether domestic or foreign).
 - vi. The Customer's inability to meet its debts as they become due.
 - vii. Default, failure or breach of the Terms despite notice for remedial / corrective action or warning.
 - viii. That termination is necessary or required by applicable law, or as a result of a court or regulatory order or proceeding.
 - ix. Non-compliance / upon occurrence of any default by the Customer howsoever described.

On the question whether any of the matters, events or circumstances mentioned in this clause has happened, the opinion and/or decision of the Bank shall be conclusive and binding on the Customer. The Bank shall not be liable for any consequences arising out of such closure of the Deposit.

- b) Upon closure of the Deposit/termination of the relationship all the amounts owed thereunder will immediately become due and payable by the Customer to the Bank in full. The Bank shall, however, automatically stand discharged from all liabilities assumed by it on behalf of the Customer. The Bank shall be entitled to receive all Fees and other monies becoming due upto the date of such termination or closure. The Bank shall be entitled to deduct any sum payable to it from any amount the Bank may have to remit to the Customer on termination or closure.
34. a) Neither the Bank nor any of its employees, officers or agents shall be responsible or liable in any way for any loss, expense suffered by the Customer in any of the following circumstances (including but not limited to):
- i. if the Deposit cannot be booked or the Bank failing to act wholly or in part in accordance with the instructions received from the Customer because of legal restraints, system failure, government rules, acts of third parties or any other reason beyond the control of the Bank;
 - ii. if the details (i.e. renewal instructions, account numbers etc.) provided by the Customer are incorrect, incomplete, ambiguous or inconsistent in any way.
- b) Under no circumstances, shall the Bank and/or MUFG Group, its officers, directors, employees, or agents, be liable to the Customer for any direct, indirect, incidental, special, punitive, or consequential loss or damages.

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35. The Bank shall not be liable for any loss, expense, failure to perform or delay caused by or resulting from an act of God, failure of communication systems, legal constraint, civil or labor disturbance, accidents, strikes, pandemic, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, unavailability or failure of or the effect of rules or operations of a funds transfer system or government rules, acts of third parties or any cause that is beyond the Bank's reasonable control.
36. The Terms shall be governed by and construed in accordance with the laws of India. All disputes arising out of the Terms shall be subject to the exclusive jurisdiction of the courts or tribunals at Mumbai, India.