

CORPORATE CARD MEMBER AGREEMENT



Corporate Card Cardholders Agreement

Please read the RBL Bank Corporate Card member Agreement thoroughly before you sign on the reverse of the Corporate Card because by signing and using the Corporate Card you will be agreeing with this cardholders agreement & rules for conduct of account as may be issued by RBL Bank. Your use of the Corporate Card will be governed by this Agreement and Most Important Terms and Conditions ("MITC") available at our website-www.rblbank.com.

1. DEFINITIONS:

- As you read this Agreement the words "you", "your" or "Corporate Card member" mean the applicant whose name appears on the reverse side hereof and whose name shall appear on the Corporate Card.
- The words "we", "our" and "us", "Bank" "RBL" refers to RBL Bank Ltd.
- The word "Company" or "Corporate" means the firm in whose name the facility is sanctioned and whose name appears on the Corporate Card under your name.
- RBL Bank Card ("Card") issued to a Corporate Card member is called a "Corporate Card".

2. CORPORATE CARD:

- The Corporate Card issued to you is for use in connection with a Corporate Card facility given in the name of the Company. Corporate Cards are issued at the request of the Company and will be cancelled at the request of the Company or if the Company is unable or unwilling to meet all obligations relating to them or to the Card Account. The Corporate Card member and the Company shall be bound by all the terms of this Agreement.

3. ACCEPTING THE AGREEMENT:

- You agree to be bound by all the terms and conditions of this Agreement. You should sign on the reverse immediately on receipt of this Corporate Card. You're signing on the reverse of the Card or using the Card shall be deemed as your acceptance of all the terms and conditions of the Corporate Card member Agreement governing usage of the Card.

4. CREDIT LIMIT:

- The Bank will, at its sole discretion, determine your Credit Limit and notify you of the same from time to time. You may, however, request for a lower limit for the Card Account. Your Credit Limit will also be shown on your monthly statement together with the available credit amount at the statement closing date.
- The Bank may at its sole discretion and/or on your request, revise the Credit Limit from time to time.
- Use of the Card at Merchant Establishment will be limited by the credit limit assigned to each Card Account by the Bank. The outstanding on the Card Account must not exceed the Credit Limit at any time in the event of breach of this provision; you will be charged a fee at the prevailing rate irrespective of the amount by which you exceed the Credit Limit. You must repay the excess amount immediately. The fee is subject to change at the sole discretion of the Bank. The applicable charges are mentioned as part of the Most Important Terms & Conditions

4. LIABILITY FOR CHARGES - IMMEDIATE PAYMENT:

- All amounts charged to an account will be called "Charges" in this Agreement. Charges will include purchase of goods or services affected by the use of a Corporate Card (regardless of whether you have signed any charge form) or any other fees.
- The Company is liable to us for all Charges incurred on all Corporate Cards as per the terms of the Corporate Card Account Agreement. The Company, as per the terms of the Corporate Card Agreement, is liable to us for all Charges made in connection with the Corporate Card issued in the name of its employee, even though we may send a monthly statement of the Charges in the name of the employee.
- All Charges are due immediately upon receipt of your monthly statement. You should notify us immediately of any change in your billing address.
- In the event of your non-receipt of our monthly statement, you shall be liable to make payment of the charges within 21 days of incurring the Charge or earlier; if requested by us. Our copy of the monthly statement of charges will be final and conclusive evidence of the Company's and your liability for the charges stated therein.
- You agree that when you use the Card, you will sign the Record of Charge ROC with the signature appearing on the Card. Failure to do so will not avoid liability for the Charges. Upon incurring a charge at any Establishment, you must collect your copy of the ROC and the bill from the bank.
- We reserve our right to levy a service charge, at our discretion, in addition to the amount of charge on any particular transaction at any establishment.
- Surcharge may be levied on purchase of certain product and services as notified by the Bank from time to time. Payment of surcharge is mandatory and the same may vary from time to time.
- You are also liable to pay any statutory dues levied on the services provided by the Bank to you.
- A Goods & Services Tax of 18% (or as amended by the government from time to time) is applicable on all fees, interests & other charges as per the Government of India regulation. The cardholder agrees to pay this taxes and any other applicable tax that might be announced from the Government from time to time.

5. PAYMENTS:

- You must pay us in Indian Rupee (INR) by way of a Cheque or Auto pay via National Automated Clearing House (NACH) direct debit option or online via net banking accounts/National Electronics Funds Transfer System (NEFT)/Real Time Gross Settlement (RTGS).
- If we decide to accept payment made in some other form your payment will not be credited until your payment is converted into one of the forms mentioned above. We can charge you any costs we incur in converting your payment.
- We may accept late payments, partial payments, or any cheques marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law.

- Acceptance of such payments does not mean that we agree to change this Agreement in any way.
- Non-payment of the Total Payment Due by the Payment Due Date shall render you liable to risk of withdrawal or suspension (whether temporary or permanent) of the facility on the Corporate Card. A fee may be levied for such non-payment as well. The Bank may at its sole discretion also instruct the Merchant Establishments not to honour the Corporate Card and/or to take custody of the Card by listing the Card Number in the Warning Bulletin issued by the Bank from time to time or otherwise.

6. DISHONoured CHEQUES, DISHONoured AUTOPAY INSTRUCTIONS AND OUT STATION CHEQUES:

- If you or your representative transmits or causes to us any cheques or drafts that are not honoured for reasons whatsoever for their full amount, for each cheque we may charge the Card Account as appropriate to cover our administration costs.

7. LATE PAYMENT CHARGES:

- If we do not receive payment in full of the charges shown on any monthly statement on or before the due date as mentioned on the monthly statement, then a late payment charge of will be charged on outstanding amounts until recovered in full. Please note that the corporate has to clear total outstanding due on each card on monthly basis. It is a charged card and partial/incomplete payments will render the corporate delinquent.
- Details of late payment charges will be included in the monthly statement and unpaid late payment charges will themselves be subject to late payment charges.
- We may take action as we consider necessary to recover overdue amounts and otherwise protect our interest. You will reimburse us for our reasonable costs and expenses of such action, including legal fees.

8. CHARGES MADE IN FOREIGN COUNTRIES:

- You agree and undertake that the RBL Bank Corporate Card issued to you, if used with overseas merchants, shall be utilised strictly in accordance with the relevant Exchange Control Regulations, issued and as amended by the Reserve Bank of India (RBI) from time to time.
- You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. Further you also agree and understand that if you are required to get your passport endorsed for any such charges incurred by you as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on you. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by you, then you shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the Corporate Card facility either at our instance or by the RBI.
- The globally valid Corporate Card issued to you is not valid for payments in foreign exchange at merchant locations in Nepal and Bhutan.

- If you make a Charge in a currency other than Indian Rupees, that Charge will be converted into Indian Rupees.
- The conversion will take place on the date the Charge is processed by RBL Bank, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to RBL Bank. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Indian Rupees.
- If the Charge is in U.S. dollars, it will be converted directly into Indian Rupees. Unless the applicable law requires a specific rate, you understand and agree that the RBL Bank treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 3.5%.
- If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

9. USE OF CORPORATE CARDS:

- No other person is permitted to use the Corporate Card issued to you for Charges, for identification, or for any other reason. If you have let someone else use the Corporate Card or you have voluntarily relinquished physical possession of the Corporate Card this will not affect your liability to us for payment of all Charges made with the Corporate Card issued to you.
- You agree to notify us at once if the Corporate Card is lost, or stolen, or if you suspect it is being used without your permission. Provided that you have acted in good faith your liability to us arising out of any unauthorized use of the Corporate Card prior to such notification shall be limited to Rs. 1,000/-.
- You agree not to resell or return for a cash refund any merchandise tickets or services obtained with the Corporate Card.
- You may return any item or ticket to an Establishment for credit to the Corporate Card Account if the Establishment permits such a return. We reserve the right to deny authorization for any requested Charge.

The Card may be used only for bonafide personal or official purchase of goods and/or services. You shall not use the Card to purchase anything to resell for commercial or business purpose to derive any financial gains.

10. BILLING ERRORS OR INQUIRIES/ PROBLEMS WITH GOODS AND SERVICES:

- The Corporate Card member and/or the Company is/ are responsible for confirming the correctness of each monthly statement of the Corporate Card Account. We will take reasonable steps to assist you by providing information in relation to charges made to the Corporate Card Account.
- You agree to notify us in writing of any omission from or error on the statement within 60 days of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and

correct except for any amount, which has been improperly credited to the account.

- If an Establishment issues a credit slip in respect of a Charge we will upon receipt credit the amount shown on that credit slip to the Card Account.
- We shall not be liable to you for any defects in any goods or services supplied to you by an Establishment, or for any refusal of an Establishment to honour or accept the Corporate Card.
- No claim against an Establishment shall entitle you to any set off or counter-claim against us. Furthermore, we shall not be liable for any act or omission of any third party supplier including an insurance company offering any privilege or benefit to the Card holders and any dispute arising therefrom should be settled directly with the supplier.

11. RENEWAL AND REPLACEMENT OF CORPORATE CARDS:

- The Corporate Card will be valid until the expiration date embossed on the face of the Card. You need to request us to issue to you a renewal or replacement Card before the current Corporate Card expires. We will bill renewal fees for the Card Account annually. We will continue to issue renewal or replacement Corporate Cards until you or the Company tell us to stop.

12. Loyalty Program and other Programs

RBL Bank (RBL BANK) Card Rewards Program or such other loyalty program, allows eligible RBL Bank Cardmembers ("Cardmember(s)") to accumulate points ("Points") by spending on their RBL Bank Credit Cards, from time to time. Points accumulated on such Credit Cards can be exchanged for a wide variety of rewards as offered by RBL Bank. This program is currently only valid on the Corporate T&E card offered by the bank

- Participation in the Program is voluntary. The Cardmember may opt out of the Program by sending intimation to the Bank.
- The Cardmember may continue to use his/her RBL Bank Card as he/she normally does. The Annual Fee for participation in the Program may be as determined by RBL Bank. Enrolment Date – shall mean the date of launch of the Program for the existing Cardmembers and the date on which the Card Account is set up by RBL BANK, for new Cardmembers. Enrolment Year-shall mean "any twelve-month period" commencing on the Enrolment Date.
- The Points shall be reflected in the monthly Billing Statement.
- All spending charged to the Credit Card under the Program will be eligible to earn Points except such spending that is excluded by RBL Bank from time to time. Spending that is currently not eligible to earn Points includes, but is not limited to, the following:
 - o Balance transfers
 - o Financial charges (e.g. late payment fee, dishonored cheque charges, service fee, transaction charges)
 - o Disputed transactions

- o Any purchases made at petrol pumps/service stations, unless specifically communicated to the Cardmember otherwise.
 - o Payment of Enrolment Fee for the Program-
- A Cardmember cannot accrue points for any charge(s) incurred prior to his/her Enrolment Date.
- Points accumulated by a Cardmember on Credit Card cannot be combined or used in conjunction with Points of his/her other Credit Cards at the time of redemption, or transferred to any other customer loyalty program unless otherwise specifically notified by RBL Bank.
- The Points accrued do not have cash and/or any monetary value unless the Bank at its sole discretion chooses to offer the said cash monetary value to selected few Credit Cards/their respective Cardmembers, upon specific expenditures and the Points accrued thereof.
- Adjustments will be made to the Points if there are any credits, including those arising from returned goods or services or billing disputes. If a disputed transaction is resolved in favour of the Cardmember or where a transaction is reversed, proportionate Points will also be reversed and credited to the Cardmember's Account, if not already credited. Likewise, in the case of return of goods or a disputed transaction is resolved against the Cardmember, proportionate Points will be debited to/subtracted from the Cardmember's Account, if already credited. On redemption, the redeemed Points will automatically be subtracted from the Points accumulated in the Card Account.
- RBL Bank will notify, on best effort basis, the Primary Cardmember in the Statement of Account in respect of the Credit Card about the number of Points accumulated immediately preceding the closing date for the said monthly Statement.
- In the event the Credit Card is voluntarily closed by the Cardmember or cancelled for any other reason, any outstanding Reward Points after cancellation of the Credit Card shall automatically lapse and shall stand forfeited. If the Credit Card, for any reason whatsoever, is blocked or suspended by RBL Bank, the Points accumulated shall stand forfeited but may be reinstated, at the sole discretion of RBL Bank, if use of Credit Card is reinstated.
- RBL Bank's decision on computation, lapse, cancellation, forfeiture, credit, debit, and re-instatement of Points shall be final, conclusive and binding on the Cardmember.
- The Points available to redeem means Points that can be redeemed by Cardmember for merchandise (goods/services) from the Reward Catalogue or for Reward Certificate available with the Merchant Establishment or in any manner as may be specific to the respective Credit Cards including but not limited to instant redemption, cash redemption, and gift vouchers.
- The Cardmember understands that Bank, subsequent to informing the Cardmember, may debit an amount for participation of the Cardmember in any of its Program(s) (hereinafter "Amount"). Subsequent to such debit of Amount, if the Cardmember intimates to the Bank intention of non-participation in the Program, in writing within 7 days of receipt of the Statement sent by the Bank with regard to Cardmember's usage of the

Card, the Amount shall be credited by the Bank to the Cardmember's Account.

- The Cardmember shall be communicated the number of points earned by a Cardmember in one statement cycle. The rate and the manner these reward points can be redeemed will be at the sole discretion of the Bank may change the rate anytime without any prior intimation.
- No accumulation or redemption of the Points will be permissible if on the relevant date, the Card facility has been withdrawn or cancelled or Card Account is shown as an overdue Account.
- Cardmember cannot transfer the Points to another person or combine the same with any other Card of the Bank held by them. However, the Bank, at its sole discretion, may in certain cases allow transfer of Points for specific schemes and intimate Cardmember of the same from time to time.
- The Bank's computation of Points shall be final, conclusive and binding on Cardmember and will not be liable to be disputed or questioned for any reason whatsoever.
- Points accumulated that are not redeemed by the Cardmember with 24 months will expire and shall stand forfeited.
- The Credit Card must not be overdue, suspended, blocked, cancelled or terminated by RBL Bank at the time of the receipt of request for redemption of Points.
- The Points accrued can only be redeemed by the Primary Cardmember, and not by an Additional Cardmember.
- The Points may be redeemed at participating Merchant Establishments for a variety of rewards, as detailed in the Program catalogue and other mailers issued by RBL Bank from time to time, e.g. merchandise, shopping, dining, travel, entertainment, fee waivers, financial services, Credit Card upgrades.
- The Cardmember is required to register at www.rblrewards.com to be able to place a redemption request. The Cardmember may also access the website for viewing the status and options for their respective redemption of Points.
- RBL Bank will not liable for any delay or loss in delivery of the redemption certificates/vouchers or gifts.
- Redeemed Points are not exchangeable for other rewards, or refundable, replaceable, or transferable for cash or credit under any circumstances, and such redeemed Points cannot be re-converted back to Points. Once exchanged for another partner loyalty program, if any, Points cannot be transferred back.
- All rewards are subject to availability and certain restrictions may apply. The redemption procedure and the additional terms and conditions for each reward shall be set forth in the redemption certificates/vouchers issued to the Cardmember.
- Any additional meals, transportation, accommodation arrangements, courier or other costs incurred in connection with redemption of any reward shall be the sole responsibility of the Cardmember.
- Issuance of a redemption certificate for dining, travel or hotel accommodation does not constitute a reservation. The Cardmember

is responsible for making all reservations and notifying the participating Merchant Establishment(s) of the reward(s) he/she is going to redeem.

- Other RBL Bank benefits, which are activated by use of the Credit Card, do not apply to goods or services received as rewards under the Program.
- RBL Bank shall in no event be responsible or liable, in any manner whatsoever, for the product and/or services redeemed from the Point, including but not limited to any defect or deficiency in or with respect to any claim arising out of non-use or use of the Points, or in usage of redemption certificate for dining, travel or hotel accommodation, or in usage, durability, merchantability of any product service acquired by redemption of Points.
- Fraud and/or abuse relating to earning and redemption of Points in the Program shall result in forfeiture of the Points as well as termination and cancellation of the Credit Card.
- Information supplied by a Cardmember on redemption of rewards may be used by RBL Bank or its Merchant Establishments for administrative and/or marketing purposes, without procuring any permission, written or otherwise, from the Cardmember.
- Any taxes or other liabilities or charges payable to the Government, any other authority, body or any other participating Merchant Establishment, which may arise or accrue to a Cardmember on redemption of Points as aforesaid or otherwise shall be to the sole account of the Cardmember.
- RBL Bank reserves the right to cancel, change or substitute the rewards, reward conditions or the basis of computation of Points, or terms and conditions of the Program at any time, without giving any intimation to the Cardmember. RBL Bank can suspend or terminate the Program at any time it deems necessary, without any liability for the Points earned.
- RBL Bank makes no warranties or representations, either expressed or implied, with regard to the type, quality or fitness of the goods and/or services provided/that may be provided by the participating Merchant Establishments/ co-branded commercial or business entity under the Program. Merchandise, where applicable, may be accompanied by warranty information from the manufacturer and any claims must be directed solely to the manufacturer or service provider or co-branded commercial or business entity.
- Any dispute concerning goods or services received as rewards under the Program shall be settled between the Cardmember and the participating Merchant Establishment that supplied the goods or services. RBL Bank will bear no responsibility for resolving such disputes or for the dispute itself.
- Each of the Program shall be governed by a separate specific terms and conditions (hereinafter "Program Terms and Conditions"). However, such Program Terms and Conditions shall not amend in any way to the Cardmember Agreement, and any term referenced but not defined therein may be interpreted in accordance with the Cardmember Agreement.
- RBL Bank acts in good faith in response to any oral or electronic instruction or inquiry by the Cardmember in respect of any matter

in relation to this Program and the fulfillment of any reward. The Cardmember shall not be entitled to claim or allege any loss, damage, liability, expense, etc., attributable, directly or indirectly, to any such good faith action of RBL Bank and the Cardmember shall indemnify and hold RBL Bank fully harmless in respect thereof.

- Notwithstanding the aforesaid, the Bank also provides some value-added programs to only a select few Cardmembers. It is clarified that the said Programs are subject to specific terms and conditions and are value-added benefits provided by the Bank at its sole discretion to a select few customers.

12. CARDMEMBER INFORMATION AND CONSENT:

- You authorize us and our affiliates to make whatever credit investigations about you which we deem appropriate.
- We may ask consumer reporting or reference schemes for consumer reports of your credit history and information concerning your account may be furnished by us to consumer reporting or reference schemes, banks or other creditors.
- We may exchange any information we receive about you with our affiliates, including any credit or other information that we may obtain from your application or consumer reports.
- We may provide information relating to credit history/repayment record to a credit information company, specifically authorised by RBI in terms of the Credit Information Companies (Regulation) Act 2005.
- From time to time we may monitor telephone calls between you and us to assure the quality of our customer services.

13. THE CORPORATE CARD REMAINS OUR PROPERTY:

- The Corporate Card remains our property and we can revoke your right to use it at any time. We can do this with or without giving you notice.
- The revocation, repossession or request for the return of the Corporate Card is not, and shall not constitute any reflection on your character or credit worthiness or that of the Company and we shall not be liable in any way for any statement made by the person requesting the return or surrender of the Corporate Card.

14. AUTHORISATION:

- You hereby irrevocably authorise us to approach your Company or your banker for attachment of your assets/monies against any outstanding balances on your Corporate Card and to do all acts, deeds and things which we may deem in connection therewith. This clause shall survive the termination of this Agreement.

15. DEBT ASSIGNMENT:

- We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Card outstandings and dues to any third party of our choice without reference or intimation to you.
- Notwithstanding any such sale, assignment or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee, creditor to recover the outstanding amounts from you.

- You shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstandings and dues.
- 16. RIGHT TO SET OFF/BANKER'S LIEN:**
- In the event of your delaying or being unable to settle your Credit Card outstanding as provided in this Agreement for any reason whatsoever, the Bank may exercise its right of General Lien and/or set off and adjust any such outstanding against a property or assets (both moveable and immoveable) in possession of the Bank from time to time, including but not limited to amounts lying in fixed deposits and /or in other accounts with the Bank, property, assets (both moveable and immoveable), securities, stocks, shares, monies, and the like of the Primary Card member and the Add-on Card member(s) that are or may be in the possession of the Bank or may come into the possession of the Bank from time to time, irrespective of them or anyone or more of them being held in safe custody by the Bank or otherwise.
- 17. COMPLIANCE WITH REGULATIONS:**
- You and the Company agree to comply jointly and severally with all exchange control and applicable regulations from time to time in force which may be attracted by use of the Corporate Card and to indemnify us in respect of any loss, claim or expense incurred by us as a result of your non-compliance with any such regulations.
- 18. LIMITATION OF LIABILITY:**
- Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Corporate Card account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for any consequential loss or any other loss or damage not directly and naturally resulting from failure including damages which flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example) resulting from mechanical or systems failure affecting such third parties.
- 19. CHANGING THIS AGREEMENT:**
- We have the right to change this Agreement at any time, by giving you at least 30 days prior written notice. We consider that you have accepted the changes if you keep or use the Corporate Card after you receive our notice.
 - If you do not accept the changes you may terminate this Agreement by cutting the Card in half and returning the pieces to us. You will still be responsible for all fees and charges made before you terminate the Agreement.
- 20. OUTSOURCING OF FINANCIAL SERVICES:**
- The Bank may outsource/assign activities (including the sales, marketing, servicing etc. of its products) to any service provider, whether located in India or overseas and whether to any of the Banks' affiliates or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI).

- The Bank reserves the right to provide details of Card Holder's account to such service providers for the purpose of availing outsourced services of any nature by the Bank, in accordance with its data privacy policy.

21. GOVERNING LAW AND ARBITRATION:

- This Agreement shall be construed and the provision and use of Corporate Card facilities shall be regulated in accordance with laws of India. You, the Company and RBL Bank Ltd hereby unconditionally agree to submit to the exclusive jurisdiction of the Courts in the State of Delhi. Any dispute, difference and/or claims arising out of or in connection with or in relation to this Agreement shall be settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a Sole Arbitrator, whose appointment shall be made at the instance and discretion of the RBL Bank Ltd. The Arbitrator so appointed shall be competent to decide any matter or dispute or difference or claims referred to the Arbitrator which falls within the purview of arbitration, as provided for in this clause.
- Any arbitration award granted shall be final and binding on the parties. The venue and seat of arbitral tribunal shall be at New Delhi and the entire arbitration proceedings shall be conducted in English language.
- This clause 21 shall survive the termination of the corporate card agreement.



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www.rblbank.com

RBL Bank Limited

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