

CORPnet ENROLLMENT FORM

DATE:

Please print out the following document after filling up the required fields

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| <ul style="list-style-type: none"> ✓ Mandatory Fields are marked with * ✓ Please fill up all the fields in BLOCK LETTER ✓ Submit the print out with authorized signatures | <ul style="list-style-type: none"> ○ For additional accounts & users, please use the “add account/page” option at the end of the page |
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Setup Details

Authorization Type*	<input type="radio"/> Payment Type & Amount Wise <input type="radio"/> Beneficiary Name & Amount Wise
Connectivity*	<input type="radio"/> CORPnet Web <input type="radio"/> CORPnet API

Company Information

Company Name*	
Registered Address*	
Mailing Address (if different from above)	
Overseas Address (if applicable)	

Key Contact information

Name of Primary Contact*	
Mobile Number*	
Company Phone*	
E-Mail Address*	

Account Information

Account Name*	Account Number*

ADD ACCOUNTS

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CORPnet ENROLLMENT FORM

Information on Charges Realization	
Account Name*	
Account Number*	
Special Instructions (if any)	

For Bank Use Only			
To be completed by Relationship Manager			
Company Short Code (max 8 characters)		EB Employer Code	
RM Name		Department	
PIN		MPSO	
Token(s) Delivery Option	Registered Address Mailing Address Overseas Address Relationship Manager Others (please specify)		

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INDIVIDUAL USER(S) INFORMATION

CORPnet User Information			
User Role*	Approver	Checker	Maker
Full Name*			
Designation*			
Division			
E-mail Address*			
Mobile Number*			
Preferred Password Communication Mode*	<input type="radio"/> SMS <input type="radio"/> E-mail (only for foreign clients)		
Access to Service(s)*	Payment Module (IFT, EFT, & RTGS)		
	Single File Mode Multi-file Mode		
	Collection Module		
	Payroll Module		
	Bill Payment Module		
Others			
Existing CORPnet User?*	Yes	No	
Token Type	Hardware Token	Software Token	N/A
Already have token?*	Yes	NO	N/A
If yes, serial number _____			

Bank Use Only	
Member ID	
User ID	
Serial Number of 2FA Key of Hardware Token	

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TERMS & CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE SUBMITTING THE APPLICATION

Use of BBL CORPnet is subject to the following terms and conditions which set out the general rights and obligations of the User(s) and BRAC Bank Ltd. in connection with the use of BBL CORPnet.

1. DEFINITION

- 1.1. "Bank" or "BBL" refers to BRAC Bank Limited, a scheduled commercial bank established under the Bank Companies Act, 1991, and incorporated as a public limited company under the Companies Act, 1994 in the People's Republic of Bangladesh and having its Registered and Head Office at Anik Tower, 220/B Tejgaon-Gulshan Link Road, Tejgaon, Dhaka, Bangladesh.
- 1.2. "Corporate Clients" or "Corporate" or "Client" means the corporate entities or organizations maintaining accounts with BRAC Bank Limited & enrolled to the Bank's corporate Internet Banking platform.
- 1.3. BRAC Bank Limited and the Corporate Client shall hereinafter be collectively referred to as the 'Parties' and individually as the 'Party'.
- 1.4. "BBL CORPnet" or "CORPnet" or "BRAC Bank Limited CORPnet" or "Platform" refers to the internet banking services provided to Corporate Clients by BBL. Through the BBL CORPnet platform, Corporate may perform balance enquiry, fund transfer within the accounts of BBL or Other Banks etc. or other services as may be made available by BRAC Bank Limited from time to time.
- 1.5. "User", "Users", "he/she" or "his/her" means the individual(s), authorized by Corporate Clients of BBL to use the CORPnet platform. Users may be categorized as follows:
 - 1.5.1 Maker: User initiating the single/bulk transaction instruction through CORPnet
 - 1.5.2 Checker: User verifying/rejecting the transaction instruction submitted by maker in CORPnet.
 - 1.5.3 Approver: User giving the final set of approvals for a transaction instruction in CORPnet.
- 1.6. "2FA Device" is a Two Factor Authentication device, which generates a random OTP (One Time Password) that acts as a second level of authentication. In these particular and other associated documents we are referring 2FA Device as "Hardware Token" or "Software Token" or "Token".
- 1.7. "Device" means all of the devices used by the Users to access, conduct banking transactions, and send requests to BBL via the CORPnet platform.
- 1.8. "Transaction(s)" refers to the sequential acts against a service request raised by Maker, then after authenticated by Checker and permitted by Approver via CORPnet platform for fund transfer or standing order setup or any other service that is available in CORPnet from time to time.
- 1.9. "Instruction(s)" shall mean and include all communications made instructions given by Client to BRAC Bank Limited by following the security procedures for carrying out activities covered under the services, including any payment instructions for making a transfer of funds.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- 2.1. singular shall include the plural and vice versa
- 2.2. reference to a "person" shall include references to individuals, companies, corporations, limited liability corporations, partnership firms, private and public trusts, societies, governments, governmental agencies and associations of persons
- 2.3. reference to a gender includes reference to all genders
- 2.4. headings are for convenience only and shall not affect the interpretation of the terms of this document

3. APPLICATION FOR BBL CORPnet

- 3.1. Corporate Client may apply for CORPnet supported by a Board Resolution containing a list of Users (Makers, Checkers & Approvers) and their mode of operations for using BBL CORPnet. The corporate client shall apply in the prescribed form along with the Board Resolution for use of CORPnet subject to the terms and conditions stated herein including any other terms and conditions as modified or inserted by BBL from time to time.
- 3.2. Corporate Client needs to provide a short company code for (maximum 8 characters) for using CORPnet, which will appear in various transaction narrations.
- 3.3. To perform Banking transactions, user(s) will be required to avail Token(s), as agreed by BBL
- 3.4. Tokens and PINs (security items) of the Users will be sent to the Corporate Clients Communication Address, as stated in the CORPnet Enrollment Form. The Users will be responsible for collecting the security items after successful delivery to that address.
- 3.5. BBL at its sole discretion may accept or reject any such applications. Once the application is accepted by BBL, these Terms & Conditions shall form the contract and govern the relationship among the Corporate Client, User(s) and BBL in relation to use of CORPnet.
- 3.6. The User(s) needs to use a unique e-mail address and mobile number against each User ID.
- 3.7. The User(s) are highly encouraged to provide the unique e-mail address in Company Name's domain. BBL shall neither be liable, nor be responsible in any way for any risks arising out of using third party and/or company e-mail domains.
- 3.8. By applying for CORPnet, the Corporate Client/Accountholder and the User(s) of Corporate Client/Accountholder acknowledges and accepts these Terms & Conditions. Notwithstanding anything contained herein, all Terms & Conditions pertaining to the accounts shall continue to apply. In the event of any conflict between these Terms & Conditions and the Rules and Regulations governing the Corporate

Client/Accountholder and its User(s) with BBL, these Terms and Conditions shall prevail with regard to BBL CORPnet.

4. OBLIGATIONS OF BBL AND THE USER:

Now therefore, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

4.1 Use of Service:

In connection with providing the service to the User(s), BBL shall:

- a) provide a secure URL to the registered the User(s), to perform uploading and approving transactions;
- b) provide the User(s) with user guides, user credentials, security procedures and other instructions necessary for the smooth functioning of CORPnet;
- c) assist the User(s), whenever reasonably possible, in the running and smooth functioning of CORPnet.

4.2 Undertakings of the User(s):

The User(s) undertakes to:

- a) adhere to and meticulously follow the User Guide(s), User Credentials, Security Procedures and any other instruction provided by BBL to the User with regards to CORPnet;
- b) use CORPnet only for the purposes described in the User Guides provided by BBL and in accordance with the terms and conditions of this Agreement;
- c) ensure that only its Users have access to and use CORPnet for the Service and use all reasonable endeavors to prevent any unauthorized usage of the Portal;
- d) take all reasonable and necessary measures to keep the User ID and password given by BBL strictly confidential;
- e) take reasonable measures to prevent data or solution corrupting devices from entering its systems;
- f) ensure that all persons duly authorized by the User(s) to use CORPnet are competent and possess the necessary skills and have the requisite knowledge of CORPnet and relevant banking regulations and practices;
- g) ensure that all transactions initiated using this platform are strictly done so to pay to or collect from business related parties only;
- h) ensure that, in case of using third party e-mail domains (e.g. google, yahoo, Hotmail etc.), they will take all reasonable and necessary measures to prevent leakage of critical business data stored by a third party provider.

5. CORPnet USERS LOG IN ACCESS, PASSWORD & SECURITY PROCEDURES

- 5.1. BBL will provide the User(s) with a unique User Identification Number (ID or User ID) in the first instance through email and a temporary Password through a SMS to the User's registered mobile number. The User hereby authorizes and instructs BBL to email him/her the User ID and to send the Password through SMS to his/her registered mobile number, relating to his/her access/log-in to the BBL CORPnet at his/her own risk and responsibility. BBL shall neither be liable, nor be responsible for the hacking of User's devices where the User(s) will receive the User ID and Password of CORPnet. Additionally, BBL shall neither be responsible, nor be liable for the sharing of CORPnet User ID and Password by the User.
- 5.2. User shall log in to BBL CORPnet by using the User ID and Password. As a safety measure, the User shall immediately change Password upon his/her first login. User is requested to change his/her Password frequently thereafter to avoid any possible hacking, inherent risk or misuse/fraudulent use of his/her ID. In case the Corporate Client or its Users inform BBL regarding any compromise of his devices or User Credentials, BBL shall preserve the right to suspend the CORPnet without prior consent from the Corporate Client. However, BBL shall preserve the right to file a case against the User and/or Corporate Client if it is observed by BBL that the User has any involvement with the incident
- 5.3. The User(s) acknowledges that the Login ID or User ID and the Password shall act as User's authorized signature. This signature authorizes and validates directions given just as an actual written signature does
- 5.4. The User(s) is therefore responsible for maintaining the confidentiality and secrecy of User ID and Password. User(s) should not under any circumstances disclose his/her User ID and/or Password to anyone, including anyone claiming to represent BBL or to someone giving assistance on a technical helpdesk in connection with the service. BBL shall not be held liable in any manner or in any form whatsoever in case of any unauthorized or fraudulent use of the User's ID through BBL CORPnet or for loss, misplacement or fraudulent use of the User ID and Password that is used for CORPnet
- 5.5. After registering for CORPnet, BBL (at its sole discretion) may require the User(s) to use the Hardware/Software Token to login to CORPnet and/or to carry out secured and

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successful transactions. The User shall have to use the OTP generated by the Hardware/Software token to access CORPNet and/or to conduct banking transactions during that session. User(s) will solely be responsible for bearing the security of his/her own Hardware/Software Token, devices, registered email and mobile number. BRAC Bank Limited shall not be liable and responsible for any compromise of the User's device, email or the Hardware/Software Token through which the OTP (One Time Password) will be generated. Hardware Token comes with the warranty of 1 year. Device Warranty will not cover for lost / physically damaged by the client/ permanently deactivated Hardware Tokens. Users are requested to carefully read the precautionary notes shared below

- 5.6. User(s) needs to send an email at corpnetsupport@bracbank.com from his registered email to suspend and/or deactivate his/her ID of CORPNet.
- 5.7. If the User's Hardware Token is lost or stolen, or his/her password is known by another individual, he/she must notify BBL through email to deactivate his/her User ID. BBL upon receipt of the request from the User's registered email shall at the earliest, stop the operation of the CORPNet of the respective User ID. If the Bank receives any information verbally or in written form from the User (from his/her registered email and/or mobile number), the Bank will immediately suspend the services in good faith for the safety and security of the user.
- 5.8. Any request of addition/removal/activation of a CORPNet user ID will require a written application from the authorized signatories of Corporate Client.
- 5.9. The User(s) agrees and acknowledges that BBL shall in no way be held responsible or liable if the User incurs any loss as a result of information disclosure to any third party by the user him/herself regarding his/her User ID or carrying the instruction of the User(s) pursuant to the access of the BBL CORPNet and the User(s) shall fully indemnify and hold harmless BBL in respect of the same.
- 5.10. User(s) hereby acknowledges and understands the inherent risk of using Internet and availing the BBL CORPNet and accordingly shall take all necessary precautions at his/her end to safeguard him/her from such risk. BBL shall not be held liable in any form whatsoever if the User(s) suffers any loss or damages due to such inherent risk of internet and CORPNet unless such loss or damage is caused due to wilful negligence of the BBL.
- 5.11. User(s) and the Company hereby acknowledge and understand the inherent risk of using third party e-mail domains (e.g. google, yahoo, Hotmail etc.) for CORPNet operations and accordingly shall take all necessary precautions at his/her end to safeguard him/her from such risks. BBL shall not be held liable in any form whatsoever if the User(s) or the Company suffers any loss or damages due to inherent risk of using third party e-mail domains.

6. RESPONSIBILITIES OF THE CORPORATE CLIENT AND THE USER(S)

- 6.1. The Corporate Client hereby acknowledges that the systems used to access CORPNet are subject to the same security risks associated with using computers and mobile devices and agrees that it is the Corporate Client's responsibility to maintain top rated and high standard anti-virus and anti-spyware programs on devices.
- 6.2. Corporate Client agrees to exercise caution when using CORPNet. If the User gives or shares his/her User ID, Password or OTP to anyone or fails to safeguard its secrecy BBL shall not take any responsibility in such case. Any losses, charges and unauthorized transactions involving the Corporate Client's account(s) that are incurred through the Corporate Client's failure to safeguard security credentials (such as User ID and password) to access CORPNet will remain the Corporate Client's responsibility.
- 6.3. The corporate client hereby acknowledges that using third part e-mail domains (e.g. google, yahoo, Hotmail etc.) are subject to the same security risks associated with using computers and mobile devices and agrees that it is the Corporate Client's responsibility to undertake preventive measures to protect the company from data leakage and other potential threats. The corporate client also agrees to maintain a NDA/Legal agreement between the corporate and their CORPNet user(s) as safeguard against the above issue for the Corporate. The corporate client also agrees to notify BBL immediately in case of resignation/termination of such user(s) using third party e-mail domains so that BBL can suspend those users immediately.
- 6.4. In the event that the Corporate Client faces problems with regards to connectivity or other access related difficulties relating to the device being used or the network operator, it is the Corporate Client's responsibility to liaise with the concerned service provider and attempt to find a solution to the relevant problem prior to contacting BBL.
- 6.5. User is solely responsible for the maintenance, installations and operation of User's devices and for the software used in accessing BBL CORPNet
- 6.6. BBL shall not be held responsible if the CORPNet does not work properly or the service is interrupted due to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes, or any other causes beyond the reasonable control of BBL.

7. BENEFICIARY NAME & AMOUNT BASED AUTHORIZATION MATRIX:

- 7.1. It is the sole responsibility of the corporate to provide BBL with the list of valid "Beneficiary Account Names", i.e. the names of their own accounts in different banks, and update the list from time to time as and when required
- 7.2. If the corporate uploads instructions in the interface designed for initiating transactions to its own accounts, the platform will validate only the Beneficiary Account Names (given in the instructions) with the list of valid beneficiary names of the corporate's own accounts maintained in the platform, in addition to the existing validations normally performed by the platform. Platform will only allow the transactions to be executed if the beneficiary names are a perfect match.
- 7.3. The platform will not consider the case (i.e. Upper Case/Lower Case or capital letters/small letters) of the text provided in the Beneficiary Account Name fields while performing the validations.
- 7.4. If the corporate uploads instructions in the interface designed for initiating transactions to third party accounts, the platform will only perform the validations normally performed by the platform for any other transaction.

- 7.5. The platform will automatically route the transactions to the various channels according to the payment type (IFT, EFT & RTGS) specified by the corporate in the instructions.
- 7.6. The corporate will be solely responsible to successfully authorize the instructions within the cut-off times, for various payment types, communicated by BBL from time to time. BBL will not be responsible for inconveniences caused by any such delays by the corporate in any way.

8. DIRECT DEBIT TRANSACTIONS

- 8.1. General
 - 8.1.1. The corporate must comply with all rules and regulations of Direct Debit transactions as per BEFTN Guidelines and BBL's policies, issued and circulated by Bangladesh Bank and BBL, respectively, from time to time.
 - 8.1.2. It is the sole responsibility of the corporate to maintain the Mandates and only initiate DDI (Direct Debit Instructions) that comply with those Mandates. BBL will neither maintain the Mandates, nor validate the DDI with the Mandates at the time of initiation. BBL will assume all DDI initiated are fully compliant with the valid Mandates that are maintained with the corporate.
 - 8.1.3. The corporates must maintain all Mandates with themselves for the foreseeable future and will provide the original hardcopies of the Mandates to BBL immediately upon request by BBL.
 - 8.1.4. Corporate will be solely responsible for the accuracy of the information in the DDI and for handling disputes. BBL will only act as the Originating Bank and will rely solely on the instructions provided by the corporate.
 - 8.1.5. BBL reserves the right to suspend the service to the corporate at any point in time with prior notification to the corporate.
- 8.2. Initiation
 - 8.2.1. Prior to initiation of any DDI, the corporate must collect the duly filled up (and signed) Direct Debit Authorization (Mandate) by themselves from the Receivers. For ensuring better service, corporate is suggested to follow the templates available in the CORPNet platform. The corporates must get the signatures of the Receivers (in the Mandates) and details of the Mandates (e.g. account number, account name, etc.) verified from the Receiving banks before placing any request to BBL.
 - 8.2.2. Any DDI initiated by the corporate will be deemed to be successfully submitted to BBL, only upon approval by all the relevant Approvers in the system, as required by the Authorization Matrix (for DDI) stated in the Board Resolution.
 - 8.2.3. BBL shall have the right to reject any DDI initiated by corporate for any reason, which includes but is not limited to, the corporate providing the instructions in a manner that is not acceptable to BBL.
 - 8.2.4. For Recurring DDI, the corporates need to successfully approve the instructions only once in the platform. BBL will prepare a schedule for the Recurring DDI and execute transactions based on the instructions provided.
 - While setting up a Recurring DDI, the platform will not accept any past date or the current date as the "Start Date". Recurring DDIs will be operational at the end of the day instruction is successfully placed to BBL
 - Within the schedule, if any DDI is supposed to be executed on a date that does not exist in the Gregorian calendar, BBL will initiate it on the last day of the month.
 - 8.2.5. DDI may be initiated and executed by the platform at any time, but transactions will be sent to Bangladesh Bank on Banking Days only.
- 8.3. Execution
 - 8.3.1. Any DDI successfully submitted to BBL in CORPNet will be executed automatically by the platform.
 - 8.3.2. The DDI initiated and executed within the cut-off times, communicated by BBL from time to time, will be sent to Bangladesh Bank for processing accordingly.
 - 8.3.3. Corporates will have to bear with any delay in execution of any DDI related services owing to unavoidable technical issues.
- 8.4. Account Credit
 - 8.4.1. The funds of all DDI executed successfully by BBL and accepted by Bangladesh Bank will be automatically credited to the corresponding corporate accounts as per the cut-off and execution times communicated by BBL from time to time.
 - 8.4.2. The funds will be credited to the corporate's account(s), as per the agreement between the Corporate and BBL, subject to receiving funds and return reports (against the respective Direct Debit transactions) from Bangladesh Bank.
 - 8.4.3. BBL is not liable for any delay in crediting the funds to corporate's accounts due to any system unavailability or error of Bangladesh Bank.
 - 8.4.4. Corporates are not entitled to any compensation or damages from BBL due to any delays in crediting the funds.
 - 8.4.5. Corporates will not be entitled to any interest against the funds collected via this service before the funds are successfully credited to the respective accounts.
- 8.5. Return Management
 - 8.5.1. All DDI, against which funds were credited to the corporate's accounts, shall be assumed to be successful until BBL receives any instruction from Bangladesh Bank to return the funds. Bangladesh Bank may ask for the fund

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8.5.2. to be returned at any point in time and the corporate must have sufficient funds available in their account to help the bank refund the Receiving Bank. BBL shall have the right to debit the funds of the DDI, which will be returned by the Receiving Banks, at any point in time from the corporate's bank account in BBL without prior consent from the corporate client.

8.5.3. If the corporate account does not have sufficient balance to enable BBL to return that sum of funds to the respective Receiving Banks, BRAC Bank shall have the right to perform one or any combination of the following actions, without prior consent of the corporate:

- Debit that sum of money from any other account of the corporate or any of its affiliates
- Liquidate any Term Deposit or receivables of the corporate
- Place a Post Dated Cheque, acquired from the corporate at the time of onboarding or any other time, for clearing
- Create a forced loan in the name of the corporate

8.5.4. BBL will not be responsible for communicating with the Receiving Banks or the Receivers to understand the reasons for the returns but will provide a comprehensive report of the DDI, along with their statuses so that the corporates can take necessary steps to ensure receipt of those funds in an alternative way.

8.6. Auto Retries

8.6.1. BBL will, at its own discretion, re-initiate a DDI for a maximum of 3 (three) times if the transaction is returned to the Receiving Bank after initiation.

8.6.2. BBL will only re-initiate a DDI if it is marked as "Returned" in the platform and only if the return reasons stated by Bangladesh Bank are one of the acceptable ones, as determined by BBL from time-to-time.

8.6.3. BBL will not be responsible for re-initiating a DDI that was once marked as "Success" in the platform but was later asked to be returned by Bangladesh Bank.

8.6.4. Cancellation of any Recurring DDI will not stop the platform from re-initiating any unsuccessful transaction if it meets all the criteria for automatic re-initiation.

8.7. Cancellation

8.7.1. Once the DDI are successfully sent to Bangladesh Bank, BBL will not be responsible to reverse or cancel the instructions in any way.

8.7.2. For Recurring DDI, the corporate may request to stop the transactions that have not been initiated yet. BBL will cancel the transactions on behalf of the corporate based on the request of the corporate upon successful authorization by all relevant approvers.

8.7.3. BBL, at its sole discretion, will only cancel uninitiated transactions of the DDIs based on the request of the corporates.

8.7.4. BBL will not be responsible for inconveniences caused by any delay in the corporates' cancellation request authorization process.

8.8. Dispute Handling & Indemnity

8.8.1. BBL will not be responsible for communicating with any entity other than Bangladesh Bank and the corporate in this arrangement. Corporate will be solely responsible for communicating with the Receivers and the Receiving Banks, if the necessity ever arises.

8.8.2. Under no circumstances shall BRAC Bank be held responsible for any irregularities that may occur or disputes that may arise regarding Direct Debit Transactions.

8.8.3. In case the Receiver or the Receiving Bank ever contacts BBL regarding any DDI or any dispute, BBL will inform the Corporate via mail to handle their queries.

8.8.4. BBL may, at any point in time, ask the Corporate to provide the original (hardcopies) Mandates provided by the Receivers for any reason whatsoever and the Corporate will provide the same within the same business day.

8.8.5. The corporate hereby authorizes BBL to debit any amount, at any point in time, rightfully claimed by the Receivers and/or Receiving Bank from any account of the corporate with BBL, if the corporate fails to provide the required documentation within the stipulated time.

8.8.6. BBL will not be responsible for verifying the authenticity of the Mandates. BBL will assume all Mandates provided by the corporate are authentic.

8.8.7. As per BBL's own policy, BBL preserves the sole discretion to decide whether any DDI initiated by the corporate shall be considered as a compliant or not and take all necessary actions accordingly and the decision of BBL will be final.

8.8.8. BBL at any point in time reserves the right to go to arbitration to resolve any dispute as per BEFTN Guidelines and BBL's policies, issued and circulated by Bangladesh Bank and BBL, respectively, from time to time.

8.8.9. The corporate hereby indemnifies BBL against any expense, loss or reputational damage that may arise from the corporate's failure to comply with any of the clauses stated in this document.

9.3. In case of wrong information input by the corporate user(s), the bank will not be held liable for any inconveniences.

10. CHARGES

10.1. BBL shall initially provide the BBL CORPnet at free of cost. However, BBL reserves the right to change and recover service charges from the Corporate Client, as may be fixed by BBL from time to time. The Corporate Client hereby authorizes BBL to recover all such charges from the Corporate Client's account(s).

10.2. A specific one-time charge is applicable for availing each Hardware Token which is subject to change from time to time at the sole discretion of BBL

10.3. All regulatory charges will be applicable

10.4. BBL reserves the right to revise and amend charges from time to time

11. AUTHORIZATIONS AND INSTRUCTIONS

11.1. Corporate Client irrevocably authorizes BBL:

11.1.1. to act on all instructions given or apparently given via the CORPnet Portal;

11.1.2. to debit or credit the appropriate account(s) according to the instruction given via CORPnet without taking any further steps to authenticate the instruction;

11.2. If the instructions given via CORPnet are contrary to these provisions or otherwise, BBL may, at its discretion, with notice to the Corporate Client and without affecting the other rights of BBL:

11.2.1. Refuse to execute instructions;

11.2.2. Reverse transfers made on those instructions;

11.2.3. Require written confirmation from the Corporate Client with regards to the instruction; and

11.2.4. Suspend or stop Account of the Corporate Client for any period of time.

11.3. Corporate Client hereby authorizes BBL to use the Corporate Client's and/or the User's personal information and/or account information if so required and for whatever purpose, and BBL will take necessary measures to ensure the confidentiality of the information unless:

11.3.1. there are any requirements to disclose the information in any relevant law or regulation or from the government or any supervisory organizations;

11.3.2. it is necessary to disclose the information so as to prevent fraud;

11.3.3. in order to provide and improve the services, some of the information must be disclosed according to the decision of BBL with the consent of the Corporate Client;

11.3.4. to provide related information to authorized organizations according to the laws;

11.4. Execution of transaction requests received by CORPnet is subject to BBL's internal policy and procedures. BBL has the right to reject any transaction request received through CORPnet subject to prior notice to the Corporate Client.

12. UNAUTHORIZED/ FRAUDULENT ACTIVITIES

12.1. Upon obtaining User ID and Password, User(s) is requested to check the list of BBL accounts made available for transactions or other services in CORPnet. If any of accounts listed in the CORPnet Enrollment Form is missing in the system, BBL must be informed immediately by the User.

12.2. If a third party account is linked to User's ID in CORPnet, BBL must be informed immediately by the User.

12.3. User(s) must not access or perform any transactions on the accounts that were not listed in the CORPnet Enrollment Form or were not added to the CORPnet Platform by any other authorized requests. Such activity, if done, will be treated as fraudulent activity.

12.4. If User(s) believes unauthorized transactions are being made with his/her ID, he/she should change the Password immediately and notify BBL

12.5. The User(s) should check the Statements for all accounts for any unauthorized transaction. In case of any discrepancy in details of any transactions carried out in respect of the account, in that event, the Corporate Client should immediately inform BBL in writing. BBL's only responsibility would be to use its best efforts to prevent such unauthorized transaction(s) if none had already been made.

13. ONLINE FUND TRANSFER (FT)

13.1. User(s) shall be responsible for all "fund transfer" transactions. Fund Transfer can be made from and to the accounts enrolled, as per the CORPnet Enrollment Form, in CORPnet to another account held with BBL and other banks.

13.2. Fund Transfer requests can be in the form of the following:

13.2.1. "BBL-BBL Fund Transfer" or "Internal Fund Transfer (IFT)"

13.2.2. "Electronic Fund Transfer (EFT) using BEFTN"

13.2.3. "Real Time Gross Settlement (RTGS)"

13.2.4. Any other mode of fund transfer, as and when made available in CORPnet

13.3. User(s) has to ensure that the FT instruction sent via CORPnet follow the prescribed format communicated by BBL in the CORPnet platform or any related documents.

13.4. Corporate Clients shall be solely responsible for any error and any subsequent failure to execute such erroneous FT instructions.

13.5. EFT and RTGS Disclaimer: BBL will not be liable for any EFT or RTGS request rejected by system for the mistake/noncompliance of BEFTN & RTGS rules by the originator (Corporate Account)

13.6. BBL shall have the right to reject any EFT/RTGS entry if not fully complied with requirements of EFT/RTGS transaction and the Corporate Client (Corporate Account) is in default, including but not limited to the requirement, to maintain an adequate account balance or line of credit.

13.7. BBL shall not be liable for any wrong credit to Destination Bank Account executed based on the data input (i.e. Account No, amount, routing number etc.) by the Corporate Client.

13.8. The following transaction guidelines (subject to change from time to time, at the sole discretion of BBL, upon prior notification to Corporate Clients) are for the use of the Corporate Client to determine deadlines for sending payment instructions to BBL.

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Payment instructions received after these deadlines may not be guaranteed for settlement on the same or next working day as per Bangladesh Bank guidelines.

- 13.8.1. **Internal Fund Transfer (IFT):** All BBL IFT instructions received via CORPnet will be settled on the same date of receipt. User transactional activities are always allowed and transactions will be executed on the same day.
- 13.8.2. **Electronic Fund Transfer (EFT):** All EFT instructions received via CORPnet by 1:00 PM (only on banking business days) will be executed on the same date of receipt. EFT instructions received via CORPnet after 1:00 PM and till 5:00 PM will be executed on the next date of receipt (only on banking business days).
- 13.8.3. **Real Time Gross Settlement (RTGS):** All RTGS instructions received via CORPnet from 10:00 AM to 3:30 PM (only on banking business days) will be executed on the same date of receipt. Transactions will be executed within 1 (one) hour from the receipt of the request.
- 13.9. BBL will not be liable for any delay by the concerned bank to credit beneficiary account(s) and the same is also applicable for the reversals.

13.10 Charges may apply for EFT/RTGS transaction processing, as instructed by Bangladesh Bank from time to time, and the same will be realized from the Corporate Client's account accordingly.

13.11 For any losses due to unauthorized EFT/RTGS transaction, the Corporate Client must notify BBL in writing within 15 days from the date of issuance of the statement of account.

13.12 Corporate Client will not hold BBL liable in case the execution of any EFT/RTGS request is delayed due to unavoidable system malfunction or some other technical issues.

13.13 Corporate Client will be able to pay statutory payments like Custom Duty, Excise duty, Sales tax, Railway freight, VAT, Turnover Tax, Supplementary Duty, Monetary Punishment & Fine (VAT) etc., favoring the Government, Bangladesh Bank, Sonali Bank Limited and to other government organizations.

13.14 BBL will not be liable or engaged in the refund process of Custom Duty or tax or VAT if send inadvertently. Before initiating Customs Duty or Tax or VAT transaction, client shall ensure genuineness of the required data that need to send to Government office.

13.15 That the Bank will not be held liable for non-receive of payment receive notification or confirmation from Government offices or government representative office.

14. MAINTENANCE OF SUFFICIENT FUND

- 14.1. User(s) shall ensure that there is sufficient fund in the corporate client's account for transactions through CORPnet. All instructions of the User shall be carried out subject to having sufficient fund in the respective accounts.
- 14.2. BBL shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of fund.

15. ANTI MONEY LAUNDERING

- 15.1. The User(s) should agree and confirm that he/she will not use this CORPnet platform for money laundering, or illegal, or unlawful purposes.
- 15.2. User(s) shall fully comply with the laws related to the money laundering and shall not use the CORPnet platform for any anti-terrorism or anti-state activities.
- 15.3. BBL reserves the right to demand explanation from the Corporate Client regarding any suspicious transaction or on matters pertaining to money laundering and anti-terrorism laws of the country

16. PROPRIETARY RIGHTS

- 16.1. User(s) acknowledges that the software underlying the CORPnet as well as other CORPnet related software which are required for accessing CORPnet are the legal property of the respective vendors or BBL as the case may be.
- 16.2. The permission given by BBL to access CORPnet will not convey any proprietary or ownership rights in such software.
- 16.3. The User(s) shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying CORPnet or create any derivative product based on the software.
- 16.4. The User(s) shall keep all information of the User, Corporate Client, BBL or any other third party/customer derived from the CORPnet strictly confidential and shall not disclose any information to any third party without prior written consent of BBL.
- 16.5. All Intellectual Property Rights (IPR) vested in the Parties shall be such Parties' exclusive rights and property. Except as expressly provided herein, nothing in this Agreement shall be deemed to confer any assignment or license of any of the Intellectual Property Rights of either Party to the other Party and all the Intellectual Property Rights of the respective Party shall remain the property of such Party.
- 16.6. All such Intellectual Property Rights are the exclusive property of the Party who owns it (Corporate Client/ BBL) and the other Party is only permitted to use the Intellectual Property Rights in the manner specified in this Agreement or contained in the written instructions issued by the Party who owns such Intellectual Property Rights, or as agreed by the Parties. The Parties shall comply with all specific instructions from the other Party and with procedures pertaining to the Intellectual Property Rights prescribed by the Party who owns such Intellectual Property Rights, as applicable, from time to time and the Parties shall obtain written approval of the other Party for all advertisements, publications and communications including or referring to the Intellectual Property Rights.

17. LIABILITY & INDEMNITY

- 17.1. Except as provided herein, BBL shall not be liable to the Corporate Client for any claim, loss or damage arising from the use of CORPnet, access to the Account(s) or from the unauthorized use, interruption, unavailability of service;
- 17.2. BBL shall not be liable for any interruption/delays/failure of CORPnet which may result in delays of service or problems faced by the Corporate Client in connection with or arising from the use of CORPnet if such disruption/problems was as a result of the Client's misuse of CORPnet;
- 17.3. Both the Parties ("Indemnifying Party") hereby undertakes and agrees to indemnify and hold harmless and keep at all times fully indemnified the other Party ("Indemnified Party") and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all liability (including but not limited to actions, proceedings, claims, judgments, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses including attorney's fees and expenses) howsoever arising directly as a result of:
- 17.3.1. any breach, non- performance or inadequate performance by Indemnifying party, of any of the terms, conditions, covenants, representations, undertakings, warranties or obligations under this document;
- 17.3.2. breach of confidentiality and intellectual property right obligations;
- 17.3.3. the acts, errors, representations, misrepresentations, willful misconduct or negligence of the Indemnifying Party, its employees, in performance of its obligations under this document;
- 17.3.4. breach of law, rules regulations, legal requirements in force in Bangladesh;
- 17.4. BBL shall not be liable to the Corporate Client for any claim arising out of any inconvenience, loss or damage arising directly or indirectly from the use of CORPnet, access to the any accounts, the unauthorized use of CORPnet by the Corporate Client, any interruption, unavailability of service, transmission of virus, failure to carry out instruction at the right time or any incorrectness, or mistakes in service, inter-account transfers or errors, deletion of information or system failure that occurs as a result of any malfunction of the software or system of the Corporate Client or transaction reserved under these Terms, or breach of confidentiality arising directly or indirectly from any other causes, expense or damages, including but not limited to damages incurred, loss of anticipated profit or other economic loss in connection with the CORPnet.
- 17.5. The foregoing indemnification shall be subject to Indemnified Party providing prompt written notice of such claim to the Indemnifying Party, and shall allow Indemnifying Party to defend any such claim using counsel of its choice. Indemnifying Party shall not settle any such claim without the express written consent of the Indemnified Party.

18. CONFIDENTIALITY

- 18.1. "Confidential Information" means all information, not generally known to the public, that relates to the business, technology, subscribers, customers, finances, plans, proposals or practices of the parties, market strategy and it includes (without limitation) the identities of subscribers, customers, Corporate Client's customers and prospective customers, budgets and projections, promotion and pricing strategies, all non-public financial information, and all information the Parties designate as "confidential" including the written communications between the Parties;
- 18.2. All Confidential Information of the Parties shall be considered to be the trade secrets of Parties and they shall be entitled to all protections given by law of trade secrets.
- 18.3. This document and related contents are confidential and either Party shall not disclose the contents either in full or in part to any third Party either in hard or soft format without the prior written approval from the other Party.
- 18.4. BBL shall at all time, during the term of this Agreement and thereafter, keep confidential, whether stated to be confidential or not, all verbal and written communications and will not, without the prior written consent of the Corporate Client, use or disclose to any third party any information of a confidential nature including pertaining to the Corporate Client practices which may become known to BBL in the course of providing the Service.
- 18.5. BBL shall restrict access to Confidential Information received from the Corporate to only those employees to whom such access is necessary for carrying out the purpose and bind such employees with the obligations assumed herein through a written agreement.

19. GOVERNING LAW

- 19.1. These Terms and/or the operations in the Accounts of the Corporate Client shall be governed by and construed in accordance with the laws of The People's Republic of Bangladesh, in force.
- 19.2. BBL may, in its absolute discretion, commence any legal action or proceedings arising out of breach or violation of any of the Terms for CORPnet in any other court, tribunal or other appropriate forum irrespective of the place from where the User access the CORPnet platform, and the User hereby consents to that jurisdiction.
- 19.3. If any provisions of mentioned herein shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this document. The illegal or invalid provision shall be deleted from this document and no longer incorporated herein but all other provisions of the document shall continue as valid and enforceable.

20. FORCE MAJEURE

If for any reason beyond its control including but not limited to system error, network problem, strikes, labor disputes, accidents, governments requisition, restrictions or regulations on travel, hospital operation, political disturbances, acts of war, acts of God, which may hamper to provide regular and normal service and unable to perform its obligations under this agreement, that case BBL shall not be responsible.

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21. CHANGES OF TERMS

BBL shall have the absolute discretion to amend or supplement any of the Terms at any time and shall attempt to communicate such change(s) wherever feasible by any possible means. By using any new service as may be introduced by BBL in CORPnet, the User shall be deemed to have accepted the changed Terms.

22. TERMINATION OF CORPnet

The Corporate Client may request for termination of the CORPnet platform at BBL branches or to the respective RM of BBL at any time by giving a written notice at least 30 days prior to termination of CORPnet platform. The termination shall take effect on or before the thirtieth day of submission of termination request. However, the Corporate Client shall always be held liable for all accrued obligation or instruction given before or on the effective date of termination.

23. BREACH OF TERMS & CONDITIONS:

The User and the Corporate Client must compensate BBL for any loss that occurs as a result of his/her breaching any term of these agreements.

24. DISPUTE RESOLUTION & ARBITRATION

Should any dispute arise between the Parties and such dispute will not be resolved by the Parties amicably within 15 (fifteen) days, the dispute shall be referred to arbitration proceedings pursuant to the rules of arbitration in Bangladesh in accordance with Arbitration Act, 2001, with an arbitral panel composed of a single Arbitrator appointed by the Parties jointly. All cost, fees and expense related to this Arbitration shall be borne by the Parties equally.

21. BANK'S LIEN

BBL shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Corporate Client's BBL Accounts, to the extent of all outstanding dues, whatsoever, arising as a result of the CORPnet service extended to and/or used by the Corporate Client.

22. PRECAUTIONARY NOTE

In order to prevent unauthorized transaction through CORPnet platform, Users are advised to strictly maintain the following:

- I. The User ID and Password should not be written anywhere accessible to third party even if it his/her family members.
- II. The User(s) should make sure that no one is physically watching the password(s) when he/she is Logging in.
- III. It is important to remember to click 'Log out' after completing User's CORPnet session.
- IV. The User(s) should not leave his/her Devices unattended while logged in to the CORPnet system and the browser running with a valid User ID and Password cached as in such case anyone can gain access to the account.
- V. The User(s) should not choose Save Password options for any Auto Form fillers at any Public PC or the PC which is not owned by him/her.
- VI. The User(s) should avoid using CORPnet platform at any public network (e.g.: Cyber Café, Public WIFI). BBL shall not liable for any incident of System Hack, Intrusions, Account Hack or System infection of Malwares or Virus.

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Special Instructions (if any)

Authorized Signature(s) with Company Name & Seal