

Master Application Form of EBLConnect

EBLConnect

This Application Form constitutes an Agreement between Originator and EBL, under which the Originator may use EBL's web based payment portal (**EBLConnect**). The Originator requests and EBL agrees to provide the services as detailed in this form with respect to the accounts and services below:

Originator Name (as registered)	
Originator Address (as registered)	
Originator CIF	

Following business concerns of the Originator shall fall under this Master Application Form of EBLConnect, which shall remain valid and effective as per duly constituted resolution of that business concern:

Name	Account number	Remark (if Any)

Transaction Approval Details

Mode of Approval	<input type="checkbox"/> Singly	<input type="checkbox"/> Jointly	<input type="checkbox"/> Any Two	<input type="checkbox"/> Other
E-mail notification required after Making & Checking			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Transaction parking required after Approval			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Host to Host arrangement required for Transaction Processing?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Operation Type	<input type="checkbox"/> EBLConnect	<input type="checkbox"/> Fund Pull	<input type="checkbox"/> All	

EBLConnect Representative of Originator

In order to carry out and fulfil the aims of this Form, Originator appoints following primary addressee (Representative) to represent its organization and maintain day-to-day business relationship mentioned herein and EBL will contact this person to determine the type of point to point channel access to be established between EBL and the Originator or such other as the Originator may notify to EBL. Representative may collect security device/s on behalf of all Approvers for use EBLConnect if any of the Approvers do not go to collect the device physically from EBL

Name		DOB:
Designation		NID :
Office Address		
Telephone Number	Signature	
Mobile Number		
Email Address		

Signature

Master Application Form of EBLConnect

Originator CIF

EBLConnect users

Full Name*			
Designation*			
Mobile Number*	NID		
Email Address*			
User Role*	<input type="checkbox"/> Maker <input type="checkbox"/> Checker <input type="checkbox"/> Approver		
	Serial No. 2FA Key (Bank Use Only)		Signature
USER			**Hardware/Software Token
<i>*Must fill **applicable for APPROVER</i>			

Full Name*			
Designation*			
Mobile Number*	NID		
Email Address*			
User Role*	<input type="checkbox"/> Maker <input type="checkbox"/> Checker <input type="checkbox"/> Approver		
	Serial No. 2FA Key (Bank Use Only)		Signature
USER			**Hardware/Software Token
<i>*Must fill **applicable for APPROVER</i>			

Full Name*			
Designation*			
Mobile Number*	NID		
Email Address*			
User Role*	<input type="checkbox"/> Maker <input type="checkbox"/> Checker <input type="checkbox"/> Approver		
	Serial No. 2FA Key (Bank Use Only)		Signature
USER			**Hardware/Software Token
<i>*Must fill **applicable for APPROVER</i>			

Full Name*			
Designation*			
Mobile Number*	NID		
Email Address*			
User Role*	<input type="checkbox"/> Maker <input type="checkbox"/> Checker <input type="checkbox"/> Approver		
	Serial No. 2FA Key (Bank Use Only)		Signature
USER			**Hardware/Software Token
<i>*Must fill **applicable for APPROVER</i>			

Signature

Master Application Form of EBLConnect

Originator CIF

Full Name*			
Designation*			
Mobile Number*	NID		
Email Address*			
User Role*	<input type="checkbox"/> Maker <input type="checkbox"/> Checker <input type="checkbox"/> Approver		
	Serial No. 2FA Key (Bank Use Only)		Signature
USER			**Hardware/Software Token
*Must fill **applicable for APPROVER			

Full Name*			
Designation*			
Mobile Number*	NID		
Email Address*			
User Role*	<input type="checkbox"/> Maker <input type="checkbox"/> Checker <input type="checkbox"/> Approver		
	Serial No. 2FA Key (Bank Use Only)		Signature
USER			**Hardware/Software Token
*Must fill **applicable for APPROVER			

I/We declare that the informations provided above are true and complete and also confirm that the authority given to these users is lawful , and according to the existing rules and regulations of the Country and supported by the resolution The Bank shall not be held liable and responsible for any unauthorized/fraudulent transaction from the use of EBLConnect.

I/We have carefully read and agreed to abide by the terms and condition beneath governing EBLConnect.

Signed for and on behalf of the Originator

Primary Signatory (with Originator name seal as per Originator account)	Secondary Signatory (with Originator name seal as per Originator account) (if required)

Bank Use Only

Recommendation from concern RM/BDM	Branch BM/RM/Unit Head
Signature with name seal	Signature with name seal

Master Application Form of EBLConnect

Originator CIF	
----------------	--

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS:

- a. **"Application Form" or "Form"** means this form or any other associated form, which constitutes binding contract between the Parties for availing EBL Connect Service.
- b. **"EBL" or "Bank"** means Eastern Bank Limited.
- c. **"Originator"** means a business or service concern, i.e. company or firm that maintains bank account and banking relationship with EBL and wishes to avail the EBL Connect Service.
- d. **"Associate"** means a business or service concern, i.e. company or firm that maintains bank account and banking relationship with EBL and gives Originator entitlement to view and transact on and use the other services available via the respective EBLConnect platform from time to time in Associate Accounts.
- e. **"Party"** means the Bank or the Originator.
- f. **"Checker"** means the employee nominated by the Originator who check and confirm the Transaction Data uploaded by the Maker.
- g. **"Maker"** means the employee nominated by the Originator who upload, check and confirm the Transaction Data
- h. **"Approver"** means the Person(s) who is/are empowered by the Originator through a duly constituted Board resolution or mandate as per applicable law, rules and regulation to approve the transaction checked and confirmed by the Cheker.
- i. **"Transaction Data"** means transaction file either generated by the Originator's system or manually sent by Originator containing the Instruction.
- j. **"Portal" or "Payment Portal"** means EBL's web based solution namely EBL Connect or the Host to Host Platform developed for making bulk transactions by the originator to be executed by EBL through its platform/EBL Connect, automatically under the approved transaction Instructions made, confirmed and approved by the Originator. Through this Payment Portal, Bank is authorizing the Originator to make and execute his/its intended transaction/s from his/its Accounts through using the portal. The Payment Portal (EBL Connect) is developed in such functioning mechanism (system), where one person (Maker) initiate the intended transaction by filling up an excel document(including payer, payee, amount to be transacted etc. as defined in portal) and send it to the other authorized officer (checker) of the said originator who will check the amount, payee, payer and other particular as prepared by the maker, and upon checking if it founds ok, he will send it to the other authorized officer/s (approver/s) for finally approve the transaction with one time password (OTP)and make instruction for execution of the transaction. Upon such instruction through the said platform the transaction will be automatically executed. The whole process is completed through the said platform of payment portal system, "EBL Connect".
- k. **"Service"** means any banking and related services provided and accessed via EBL Connect or Host to Host Platform
- l. **"Terms"** mean terms and conditions mentioned herein or any other form for the Service.
- m. **"Instruction"** means any communication which is receive by the Bank via EBLConnect or Host to Host Platform which has or appears to have been provided by an authorized Representative (Approver) relating to the Service.
- n. **"Banking Day"** means a day on which banks are open for business excluding Fridays, Saturdays or any other days as approved by the Government of the peoples republic of Bangladesh as weekly holidays for the Banks and all public holidays in Bangladesh.

- o. **"Schedule"** means any plan, program, timetable, charges or process flow attached to this Application Form or any other Form that may be added for availing the Service from time to time.
- p. **"Security Measure"** means the procedure and measure, User Guide and/or any other material provided by EBL to the Originator, concerning the security of the Portal.
- q. **"Fees" or "Charges"** mean the fees or charges which shall be charged by the Bank to the Originator for the use of the Portal, and that may be changed by the Bank from time to time, upon serving notice to the Originator.
- r. **"User Guide"** means and includes all manuals, guidebooks, processes, relating to the use and operation of the Portal that EBL may provide to the Originator from time to time.
- s. **"System Materials"** mean any materials, device, and all other necessary documentation (if any) on any media which shall be provided by EBL to the Originator in Connection with the Service, including updates, which will be deemed to be incorporated into and form part of this Application Form.
- t. **"Security Credential"** means User ID and the Password given by the Bank that shall act as the authorized signature when using the Portal.
- u. **"Representative"** means a person that the Originator has authorized (either alone or in combination with others) to give instructions and/or otherwise perform acts
- v. **"Loss"** means any loss, damage, liability, costs, claims, demands and expenses of any kind whether or not foreseeable
- w. **"Infrastructure Provider"** means any third party providing infrastructure necessary for the Bank to perform its obligations under the terms including any communication, clearing, settlement, payment system, IT service provider or intermediary or corresponding Bank.
- x. **"Force Majeure"** shall mean any event, situation, catastrophes or Act of God, including but not limited to acts of war, riot, civil commotion, act of state, strikes, fire, earthquake, flood or by occurrence of any other event beyond the reasonable control of such party hereto.

Words importing the singular include the plural and vice versa: words importing persons, firms or corporations include the others of them; words importing one gender include any other gender.

2. USE OF SERVICE

- 2.1 The Originator shall send the Transaction Data at any time for executing fund transfer within EBL and for executing fund transfer to other bank accounts, the Originator shall send the Transaction Data to the Bank at least 01 (one) hour before closing transaction period on any Banking Day.
- 2.2 The Bank will process the Transaction Data electronically without taking further steps. The Bank reserves right to decline or delay to act on an Instruction where it doubts its legality, origination or authorization. In connection with providing the Service to the Originator, EBL will:
 - a) provide a secured URL, Security Credential (Username and Password) to the email address or any other convenient method to the Originator to perform uploading and approving transactions after completion of registration and thus creating the profile;
 - b) Assist the Originator, whenever reasonably possible, in the running and smooth functioning of the Portal.
- 2.3 The Originator agrees to provide Instruction in the form which the Bank has advised it to use and the Bank shall not be obliged to act on an Instruction in any other form. The Bank is entitled to rely on any

Master Application Form of EBLConnect

Instruction made via Portal and the Bank may treat all Instructions received as authorized and valid. The Originator is responsible for setting up its profile on in accordance with its own mandates and internal controls maintaining proper Security Credential. The Bank is not under any obligation to review whether an Instruction conflicts with any other Instruction or mandate of the Originator.

2.4 Maker, checker and Approver shall be different persons if not otherwise allowed by the originator.

3. AVAILABILITY OF THE SERVICE

3.1 The Originator hereby acknowledges and agrees that the provision of the Service and access to Originator's account is dependent upon the availability of communication, processing and function and other facilities of the applicable system. The Bank cannot warrant such availability at all times. The Service may be interrupted due to several technical reason, system down, Force Majeure event and/or other reasons. As the Portal requires uninterrupted internet service, the Bank shall not be liable or responsible if the Originator faces any difficulty or disturbance or loss due to internet problems from its end.

3.2 The Bank reserves the right to suspend, disconnect, or discontinue the provision of the Service with prior notice to the Originator for carrying out maintenance, upgrades or other works. In such case when the Bank suspends, disconnects or terminates the Service upon the occurrence of any event over which the Bank has no control, including, but not limited to Force Majeure events, the Bank shall not be held accountable or be liable for any loss or inconvenience to the Originator as a result of such suspension, disconnection or termination.

4. AUTHORIZATION AND INSTRUCTION

4.1 The Originator irrevocably authorizes the Bank:

- (a) To act on all Instructions given via the Portal;
- (b) To debit or credit the appropriate account(s) according to the Instruction given via the Portal without requiring to authenticate the Instruction;

4.2 If the Instruction given via the Portal are contrary to these provisions or otherwise, the Bank may, at its discretion, with notice to the Originator and without affecting the other rights of the Bank:

- (a) Refuse to execute Instruction;
- (b) Reverse transfer made on those Instructions;
- (c) Require written confirmation from the Originator with regards to the Instruction; and
- (d) Suspend or stop account of the Originator for any period of time.

4.3 Execution of transaction request received by the Portal is subject to the Bank's internal policy, procedures and regulatory guidelines and availability of the fund in the account. The Bank reserves the right to refuse, reverse or hold any transaction request received through this Portal if there is any breach or any other reason whatsoever subject to prior notice to Originator;

4.4 If the Originator requests the Bank to reverse an Instruction after the Originator has given it, EBL may, at its sole discretion, do so to the extent that this is possible under the rules and regulation of regulatory authority as well as the internal policy of the Bank.

4.5 If the Bank has any reason to believe that an Instruction may not have been duly authorized, it may, after making reasonable inquiries to the Originator, take steps to reverse any action taken on the basis of such Instruction with prior notice to the Originator. The Bank shall not be responsible or liable for any Loss, whether direct or indirect, howsoever arising, caused as a result of such reversal.

4.6 The Bank reserves the right to demand explanation from the Originator regarding any suspicious transaction or on matters pertaining to laws of the country including but not limited to anti-money laundering and anti-terrorism laws;

4.7 The Bank shall not be held liable for any interruption, delays or failure of the Portal, which may result in delays of Service or problems faced by the Originator in connection with or arising from the use of the Portal. If such disruption or problems cause as a result of the misuse of the Portal by the Originator or technical glitches or any Force Majeure event;

4.8 The Bank may change or alter the Service or terminate the whole or any part of the services, including the name by which it is described, from time to time. The Bank will inform the Originator in case any such change, development, modification, termination of service is initiated.

4.9 The Originator shall not assign or transfer any of its rights and obligations under this Service to any third party without Bank's prior written consent. The Bank reserves right to employ Infrastructure Provider to carry out some of its obligations.

4.10 The Originator shall not perform any Instruction for money laundering or terrorist financing or associated financing.

5. RESPONSIBILITIES AND UNDERTAKINGS

5.1 The Originator agrees, confirms and undertakes to:

- a) follow User Guide, Schedule, Security Measures, System Materials with regards to the Portal;
- b) ensure that only its authorized persons have access to and use the Portal for the Service and use all reasonable endeavours to prevent any unauthorized use of the Portal;
- c) take all reasonable and necessary measures to keep its profile, Security Credential strictly confidential;
- d) ensure that the authorized persons of the Originator to use the Portal are competent and possess the necessary skills and have the requisite knowledge and are bound by the obligation of confidentiality of the Originator.
- e) notify the Bank immediately, if it suspects any security breach or unauthorized use of the Portal;
- f) be responsible for the safe custody of any security Materials (i.e. One Time Password device) that may be provided to the Originator upon written request and immediately notify the Bank if any device/items are lost or stolen;
- g) comply with all laws, rules, regulations, regulatory directives, and guidelines applicable to transactions made and to be made via EBL Connect;
- h) ensure that the obligations of the Originator contained herein are legal, valid and enforceable to make this admissible as evidence in court; no further registration, recording, filing or notarisation of this Form and no payment of any duty or tax and no other action whatsoever is necessary or desirable to ensure the validity, enforceability or priority in Bangladesh of the liabilities and obligations of the Originator or the rights of the Bank as per the Terms.
- i) strictly comply with all applicable laws, regulations, regulatory directives etc. of Bangladesh including, but not limited to, those related to anti-bribery, anti-corruption, anti-money laundering and anti-terrorism legislations;

5.2 The Originator also acknowledges and confirms that the Security Credential given by EBL shall act as the authorized signature when using the Portal. This authorizes and validates Instruction given to the Bank via the Portal, and shall be treated in the same manner and have the same effect as an actual signature for availing the Service. Every Instruction that is given using the Portal including, but not limited to, accessing account information, making account transfers, giving transfer related Instructions, paying bills, etc. initiated after entering the correct password shall be deemed to be initiated by the Originator as per approved authority matrix given by the Originator. Any loss or unauthorized transaction, concerning the Originator's account(s) that are incurred because of the Originator's failure to

Master Application Form of EBLConnect

safeguard Security Credentials (such as user name and password) shall remain the Originator's responsibility and the Bank shall not be held responsible for any Loss incurred as result of this.

- 5.3 The Originator acknowledges and confirms that the Originator does not own any right in any of the User Guide, System Materials, Security Credentials or any other software or hardware provided by the Bank and that title does not pass on to the Originator. All System Materials are licensed on a non-exclusive, non-transferable basis for use only in relation to the Service specifically mentioned herein and may be subject to third party rights. The Originator will not sell, assign or otherwise transfer any of the System Materials, or share its use with any third party or copy it. The Originator will keep the System Materials and all information relating to the Service secure and confidential and not allow any person to access it other than the authorized Representative of the Originator. The Bank reserves the right to replace, modify or withdraw any System Materials at any time;
- 5.4 The Originator hereby acknowledges that there may be a reasonable time lag in transmission of Instruction, information or communication and shall not hold the Bank liable for any delays in executing the Instructions so long as the delays are reasonable and justified or depends on any third party (including but not limited to Bangladesh Bank's system for BEFTN & RTGS transaction or like one).
- 5.5 The Originator hereby acknowledges that the systems used to access the Portal are subject to the same security risks as computers and agrees that it is the Originator's responsibility to maintain top rated and high standard anti-virus and anti-spyware programs on its system.
- 5.6 In the event that the Originator faces problem with regards to connectivity or other access related difficulties relating to the device being used or network operator, it is the Originator's responsibility to liaise with the concerned service provider and attempt to find a solution to the relevant problem prior to contacting with the Bank.
- 5.7 The Originator hereby authorizes the Bank to use the Originator's information and account information if so required in executing its obligation and the Bank will take necessary measures to ensure the confidentiality of the information unless:
- There are any requirements to disclose the information in any relevant law or regulation or from the government or any supervisory organizations;
 - It is necessary to disclose the information so as to prevent fraud or misuse;
 - In order to provide and improve the Services, some of the information must be disclosed according to the decision of the Bank with the consent of the Originator;
 - to provide related information to authorized organizations according to the laws and court order;

6. LIABILITY AND INDEMNITY

- 6.1 The Bank shall not be liable to the Originator for any claim arising out of any inconvenience, Loss arising directly or indirectly for access to the any accounts, the unauthorized use of the Portal by the Originator, 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 Originator 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 Portal.
- 6.2 The Originator agrees, understands and undertakes to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, employees and officers fully indemnified of,

from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind (including legal costs) and howsoever arising which are imposed or may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be required to be paid by reason of or as a result of Bank's compliance with the Originator's use of the Portal and to fully, irrevocably and forever waive, release and discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that The Originator may have against the Bank (if any) by reason of or as a result of the Bank's compliance with the Originator's use of the Portal. The indemnities provided herein shall survive the termination of this arrangement.

7. TERMINATION

- 7.1 Either Party may terminate this Agreement at any time by serving 90 (ninety) days prior written notice to the other;
- 7.2 Upon termination the Originator shall pay all outstanding Fees and Charges relating to the use of the Portal and the termination will not affect accrued rights and liabilities and the termination shall not, in itself, terminate or affect the relationship of banker and Originator;
- 7.3 Upon termination, the Originator's license to use the Portal, System Materials and any other device associated with the Portal will terminate automatically and the Originator will return to EBL within 07 (seven days). The Originator shall allow Authorized Representative of the Bank to visit the Originator's premises during office hours and upon giving prior notice to the Originator to verify or auditing, if necessitates.
- 7.4 Apart from anything in the above, the Bank may terminate this Agreement forthwith by giving notice under the following circumstances:
- If there has been any breach by the Originator or due to circumstances outside the control of the Parties, including but not limited to legal or regulatory changes.
 - If any party is dissolved, ceases business or services, or taken over or files a voluntary petition for bankruptcy or if an order is passed pursuant to any law relating to amalgamation, winding up, bankruptcy, insolvency or re-organization.
 - Any other reason, which in discretion of the Bank, is threat to the name, fame, goodwill, business and service of the Bank.

8. FEES & CHARGES

The Originator shall pay to the Bank such fees, costs, charges, interest and expenses in connection with the Portal as stipulated by or agreed with the Bank in accordance with the terms and conditions applicable to the services. Fees and charges will be communicated either by official letter, mail or published in the website. Fees and charges are subject to change from time to time at Bank's discretion. The Originator shall be regarded as accepting the new fee, tariff if it continues to use the Service after changes has been published on the Bank's website or notified to the Originator by email or other mode of communication convenient to the Bank. All taxes, duties and tariffs levied by any relevant authority, or any other payable to the government (if any) shall be debited from the account of the Originator.

9. AMENDMENT

The Bank may make amendments to the terms and conditions, which will become effective after providing notice to the Originator. Any such notice may be given to the Originator in writing or by publishing such amendments on its website or web link or other mode of communication convenient to the Bank. However, the Bank may, in exceptional circumstances, make amendments to the terms and conditions at any time in order to comply with any law, rules,

Master Application Form of EBLConnect

regulations, directives, guidelines or circular, which will become effective immediately on notice to the Originator.

entire obligation herein or otherwise due to any cause arising out of or related to Force Majeure event or technical glitches or for any reasons beyond the reasonable control of the Bank.

10. RESOLUTION OF DISPUTE

The Parties will use reasonable efforts to resolve expeditiously any differences, disagreements, disputes, controversies or claims (whether arising in contract or otherwise) that may arise out of or relate to, or arise under or in connection with, this Service (a "Dispute") on a mutually acceptable, negotiated basis. Any Party involved in a dispute may deliver a notice (an "Escalation Notice") demanding an in-person meeting with the authorized Representative of each party who shall use their reasonable efforts to meet within 30 (thirty) days of the Escalation at Bank's premises or any other place as agreed. In the event the parties cannot solve the dispute with the process of Escalation Notice, the Parties shall refer to Courts in Bangladesh having the requisite jurisdiction. These terms and all other related agreements shall be construed and governed in accordance with the laws of Bangladesh. No proceedings for legal actions shall be initiated until and unless the Party so aggrieved has issued a notice in writing to the other Party calling upon him to rectify the alleged breach or otherwise. The Party shall give at least 07 (seven) days' notice to the other Party to reply or to take corrective actions before initiating the proceedings.

11. WAIVER

No failure or delay by the Originator in exercising any right, power, or remedy shall operate as a waiver thereof or otherwise impair any of its rights, powers, or remedies. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other legal right. No waiver of any such right shall be effective unless notice is given in writing.

12. SEVERABILITY AND BINDING EFFECT

12.1 If any Term is determined to be illegal, invalid, frustrated or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions shall be deemed to be in full force and effect as if such invalid portions were not contained herein

12.2 This Form together with any Schedule either added or to be added constitute one and the same legally binding instrument and the entire Agreement between the Originator and the Bank with respect to the subject matter hereof, and supersedes all prior offers, representations and understandings made to or with the Originator, whether oral or written, relating to the subject matter hereof

13. NOTICE & COMMUNICATION

All notices between the Parties under this Service shall be in English language by letter signed by authorized Representative of the sending Party by emailing immediately confirming the same. Any other requests or communications in respect of the use of Portal will be made with banking hour on any Banking day.

14. REGULATORY COMPLIANCE

The operation of this Service shall be construed in compatible with relevant internal policy of the Bank and instructions, circulars, regulations and directives from Bangladesh Bank issued time to time, which shall automatically be deemed as integral part and taken precedence over the terms of this terms in case of conflicts. The Parties also agree to adhere to all and laws, instructions, circulars, regulations and directives governing the operation under this Agreement accordingly. Any default of this undertaking by either Party may give rise to, amongst other actions, immediate cause for Termination.

15. FORCE MAJEURE/TECHNICAL GLITCHES

Notwithstanding anything to the contrary contained herein, nothing herein shall apply if the Bank is prevented from discharging any or its

Signature