

Date:

Reference No:

Branch Name:

Company Information

Group Name:

Company Name:

Customer ID:

Company Address:

Mailing Address:
(if different from above)

Setup: New Amendment Delete

Contact Information

Primary Contact Information **Secondary Contact Information**

Name: Name:

Designation: Designation:

Contact No: Contact No:

Email: Email:

Account Information

Account Number	Account Title

Please Select the Features

<input type="checkbox"/> Login OTP	<input type="checkbox"/> Manual User Assign	<input type="checkbox"/> SMS to Beneficiary	<input type="checkbox"/> In Bulk allow Partial Payment
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No. of Checker Level	Maximum 02 Allowed	<input type="checkbox"/> Combined File Upload (FT & BEFTN)
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Please Select the Services

<input type="checkbox"/> MBL CorporatePay– Statement & Reports (View only)
<input type="checkbox"/> MBL CorporatePay– Fund Transfer (FT) (Intra-bank FT/BEFTN/RTGS/Custom Duty Payment)

Fund Transfer Limit Setup

Transaction Ceiling for MBL CorporatePay – Fund Transfer (Depends on Transaction Profile)	Service	Daily Amount (BDT)	Monthly Amount (BDT)
	Intra-bank Fund Transfer		
	BEFTN		
	RTGS		

User Information

Maker/View Only User Information

User 1	Full Username:		Signature
	Designation:		
	Date of Birth:		
	Mobile Number:		
	Email Address (Official):		

User 2	Full Username:		Signature
	Designation:		
	Date of Birth:		
	Mobile Number:		
	Email Address (Official):		

Checker-1 Information

User 1	Full Username:		Signature
	Designation:		
	Date of Birth:		
	Mobile Number:		
	Email Address (Official):		

User 2	Full Username:		Signature
	Designation:		
	Date of Birth:		
	Mobile Number:		
	Email Address (Official):		

Authorizer Information

User 1	Full Username:		Signature
	Designation:		
	Date of Birth:		
	Mobile Number:		
	Email Address (Official):		
	OTP	<input type="checkbox"/> Email	

User 2	Full Username:		Signature
	Designation:		
	Date of Birth:		
	Mobile Number:		
	Email Address (Official):		
	OTP	<input type="checkbox"/> Email	

Checker-2 Information (Optional-If No. of Checker Level 2)

User 1	Full Username:		Signature
	Designation:		
	Date of Birth:		
	Mobile Number:		
	Email Address (Official):		

User 2	Full Username:		Signature
	Designation:		
	Date of Birth:		
	Mobile Number:		
	Email Address (Official):		

General Terms & Conditions for Clients of MBL Corporate Internet Banking Software (MBL CorporatePay):

Here, _____ is referred as “CLIENT” and Mercantile Bank Limited is referred as “MBL”.

- 1) This Agreement shall come into force with effect from the date mentioned (-----) and shall remain in force unless and until it is terminated by either Party by giving the other party 30 (thirty) days' notice in writing, without assigning any reasons whatsoever.
- 2) Without prejudice to any other right of termination of the Agreement, a Party may serve on the other Party a 30 (thirty) days written notice of a claim of breach of the Agreement by the other Party to remedy such breach and upon the failure by the Party to remedy the breach within the stipulated period, the notifying Party shall be entitled to terminate the agreement forthwith thereafter.
- 3) Notwithstanding the foregoing, either Party may forthwith terminate this Agreement at any time, by written notice to the other Party, if:
 - a) A resolution for winding-up is passed by either party or a petition for its winding-up is filed;
 - b) The other Party ceases or threatens to cease to carry on business in Bangladesh;
 - c) Any of the representation or warranty of the other Party is or is likely to be incorrect, false or incomplete, in the opinion of the Party;
 - d) The other Party commits an act detrimental to the interest or reputation of the Party; or
 - e) The other Party initiates a claim, legal or other action or proceeding against the Party;
- 4) Both parties agree that they shall honor and perform all obligations under this Agreement arising upon such party prior to the expiry of the termination of this Agreement and during the notice period of termination.
- 5) The termination of this Agreement shall be without liability on the part of the Party terminating and shall not affect the rights or obligations of either Party arising or accruing prior to such termination and shall not affect any claims which either Party may have against the other for any antecedent breach.
- 6) Notwithstanding anything contained in this Agreement, CLIENT rights to access and use MBL CorporatePay shall cease if the client cease to be a customer of MBL or ceasing to have an active and operational account with MBL, for any reason whatsoever.
- 7) The client agree to unconditionally and irrevocably indemnify and keep MBL indemnified, harmless from and against any actions, claims, proceedings, costs, charges, interest, losses (direct or consequential) and expenses which MBL may suffer or incur or be put to by reason of any delay, neglect, fraud/forgery directly attributable to the client or to any employee(s) of the client in performing its obligations in terms of this Agreement.
- 8) The client shall access MBL CorporatePay web application by using only prescribed URL.
- 9) The client shall create difficult passwords which length must be at least 8 characters long and must include combination of uppercase & lowercase letters, numbers & special characters.
- 10) The client shall always memorize Log in ID & Password.
- 11) CLIENT will be solely liable for any transaction committed using the CLIENT's Log in ID & Password.
- 12) While accessing MBL CorporatePay, ensure no one is looking over your shoulder before typing password/Secret PIN.
- 13) Ensure the website starts with https://
- 14) Be alert from unknown person or unknown call regarding changing your MBL CorporatePay Password/PIN. Remember that, Mercantile Bank will never ask your MBL CorporatePay password/PIN over phone/email.
- 15) Ensure that other people do not have access to your mobile phone or email.
- 16) Touch ID/Passcode/Pattern lock/PIN for mobile device is highly recommended.
- 17) If you feel that, your PIN/Password has been stolen or compromised, please change your password/PIN immediately.
- 18) When you have finished transaction with MBL CorporatePay, ensure you log out from MBL CorporatePay account by clicking "Log out" button from menu bar.
- 19) Always update your PC/Laptop with latest anti-virus software.
- 20) It is recommended not to click "Auto Complete" or "remember password" option on your browser.

- 21) Never use public Wi-Fi connectivity & computer to access your Corporate Internet Banking account.
- 22) Never use the similar user ID and password for other websites.
- 23) Never use a Secret PIN that could be easily guessed, e.g. your birthday or telephone number.
- 24) DO NOT share your MBL CorporatePay User ID & password with anyone else. Do not response to such requests that comes through unknown email or unauthorized phone number.
- 25) DO NOT use pop-up link displayed in email, other web site and search engine results to access MBL CorporatePay account.
- 26) If the payment instruction date falls on a Weekend day or a Public Holiday, the same may be effective on the next Banking day.
- 27) Provided that subject to future inclusion of any new service under this platform, standard terms and conditions shall be continued and specific clauses for the specific service shall be added, time to time, as addendum of this form.
- 28) RTGS, BEFTN and Intra-bank FT (IFT) will allow credit transaction to other banks only. A valid RTGS Payment is final and irrevocable.
- 29) The customer would make sure fund available in account before requesting for RTGS or BEFTN transaction.
- 30) The bank shall not be liable for any delay to process any RTGS and BEFTN transaction due to fund unavailability.
- 31) The bank shall not be liable for any losses emerged from any wrong information provided by the Client.
- 32) The bank shall be entitled to levy or impose charges and expenses for RTGS or BEFTN transactions as announced by Bangladesh Bank time to time.
- 33) All RTGS and BEFTN transactions are subject to Money Laundering Prevention Act and Anti-Terrorism Act and all other applicable laws and regulations.
- 34) The bank may decline to process any RTGS and BEFTN transaction on any Account of the Customer if the bank, in its sole discretion suspects fraud or illegality therein. The decision of the bank with the regard to whether a RTGS and BEFTN transaction is or is likely to be involving fraud or illegality or suspicious activity shall be final, ultimate and obligatory on the Customer.
- 35) In case of any improper or unlawful or fraudulent use of RTGS or BEFTN or IFT Transactions, the Applicants/ Clients/ Customers will solely be liable and will be liable to pay all relevant compensations/damages/fines etc. as estimated and/or stipulated by the bank and/or any other authorities.
- 36) The Client/Customer agrees that the bank will not be liable for any interruption if it is unable to provide services in connection with any Customer Accounts due to any kind of technical failure, natural disaster and some unavoidable circumstances including inherent risk of web and internet.
- 37) The bank reserves the right to transfer/handover any information of RTGS or BEFTN or IFT transactions of any Applicants/Clients/Customers, without their knowledge or consent, to Central Bank or any Government law enforcing or security agencies, court of laws or any other lawful authorities.
- 38) The bank is not liable for any lawful or authorized interference towards any RTGS or BEFTN or IFT transactions of any Applicants/Clients/Customers by Bangladesh Bank or any other lawful authorities.
- 39) The bank in its sole discretion may amend these terms and conditions at any time. If the client uses RTGS or BEFTN or IFT facility after the effective date of the amendment which informed to the client by the bank in any mode, the client shall further acknowledge that in the event of any changes being informed to the client, the bank is not obliged to obtain client's signature for receipt of such change(s).
- 40) In the event that any Entries are rejected by the RTGS or BEFTN System for any reason, it shall be the responsibility of the Client to remake such entries. Bank shall have no responsibility to reinitiate any returned entries until the Client remakes such entries in accordance with the RTGS or BEFTN Rules.
- 41) The bank shall have the right to reject any Entry that does not fully comply with the requirements of this agreement, which determination shall be made in Bank's sole discretion. In addition, Bank shall have the right to reject any Entry that is made while the Client is in default of any requirements of this agreement, including but not limited to the requirement to maintain an adequate account balance or line of credit.
- 42) For BEFTN, if the client discovers that any Entry it has initiated was made in error, it must notify bank of the error within that BEFTN session. The bank will utilize its best efforts to initiate a stop payment request to recover the fund.

- 43) The Client and Bank shall comply with the security procedures advised by bank from time to time. The Client acknowledge that the purpose of the security procedures is for verification of file authenticity and not to detect errors within the transmitted file or individual transactions. No security procedure for detection of any such error has been agreed upon between the Originator and Bank.
- 44) All BEFTN and RTGS transections will be abide by the Operating Rules & Procedures, Bangladesh Payment and Settlement Systems Regulations and other instructions given by Bangladesh Bank and/or other related authorities.
- 45) **Disclaimer of Warranties:**
CLIENT assumes total responsibility for us of the service provided hereunder. Except as specifically set forth herein, the services and any related software, if any, are provided without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability or fitness for a particular purpose.
- 46) **Notices:**
a) Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' addresses as may be specified by written notice, and will be considered given either: (i) when delivered in person or (ii) when deposited in either registered or certified Mail, return receipt requested, postage prepaid.
b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of client, and any such communication shall be deemed to have been signed by such person. The names and signatures of authorized representatives of client are provided to bank through signed mandate of the authorized signatories. The client may add or delete any authorized representative by written notice to Bank signed by an authorized representative other than that being added or deleted. Such notice shall be effective on the second business day following the day of Bank's receipt thereof.
- 47) **Client's Data Retention:**
Client will retain data on file adequate to permit remaking of Entries for thirty (30) days following the date of their transmittal for further queries (if any), and shall provide copies of such data to Bank upon its request.
- 48) **Assignment:**
Client may not assign this agreement or any of its rights or obligations hereunder without the prior written consent of Bank. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 49) **No Third Party Beneficiaries:**
The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this agreement.
- 50) **Severability:**
If any provision of this agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the parties and the remaining provisions shall remain in full force and effect.
- 51) **Force Majeure:**
Bank will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. For purposes hereof, a "Force Majeure Event" means an unforeseeable event beyond the reasonable control of Bank, including but not limited to: an act of God; fire; flood; labour strike; sabotage; fiber or data-line cut; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder.
- 52) **Waiver:**
Bank's failure to insist upon strict performance of any provision of this agreement shall not be construed as a waiver of any of its rights hereunder.
- 53) **Controlling Documents, Governing Law:**
In the event of a conflict between the terms of any attachment to this agreement and the terms of this agreement, the terms of the attachment shall control. This agreement shall be governed by the laws of the People's Republic of Bangladesh.
- 54) **Cutoff Time:**

- a) MBL CorporatePay will be accessible 24/7. However, clearing time will be followed as per instructions of Bangladesh Bank.
- b) BEFTN and IFT transaction initiation will be allowed 24/7. RTGS and BEFTN transaction will be processed as per cutoff time prescribed by Bangladesh Bank.
- c) The cutoff time may be changed time to time based on Bangladesh Bank's or Mercantile Bank's discretion.

55) Payment for Services:

The Client agrees to compensate Bank for providing the services referred to herein at the Commission detail of the form. The Commission contained therein do not include, and Client shall be responsible for payment of, any sales, use, excise, value added, utility or other taxes relating to the services provided for herein. Bank may amend the Commission Schedule or Schedule of Charges at any time upon delivery of notice thereof to client.

56) Limitation of Liability:

- a) Bank's liability hereunder shall be limited to liability for its own gross negligence or willful misconduct. Notwithstanding, the foregoing, in no event shall bank be liable for any indirect, incidental, special, punitive or consequential damages or for any lost or imputed profit or revenue or costs of cover arising from or related to the service provided under this agreement, regardless of the legal theory under which such liability is asserted and regardless of whether a party has been advised of the possibility of any such liability, Loss or Damage. Client's remedies for any and all claims related to the service provided hereunder shall be limited to the amount recovered by the bank from the RTGS or BEFTN system operator, or any other sub member pursuant to the RTGS or BEFTN rules or any applicable indemnity agreement.
- b) Bank will not be liable for any failure or delay in transmission of an Entry if such transmission would
 - i) result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Guidelines/Rules of Bangladesh Bank,
 - ii) violate any risk control provision promulgated by the Central Bank, or
 - iii) violate any rule or regulation of any Bangladesh governmental regulatory authority.
 - iv) violate any rules or provisions of Money Laundering Prevention Act, 2002 (as amended till date), Terrorism (Finance) Act, 2009 or any laws currently in force in Bangladesh

Governing Law & Dispute Resolution:

The agreement shall be governed by the laws of Bangladesh and in the event of any dispute between the parties in relation to or arising out of the agreement, the same shall be resolved through competent court of Dhaka, Bangladesh.

Entire Agreement:

This agreement, together with any attachments hereto, constitute one and the same legally binding instrument and the entire agreement between the Client and Bank with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with the Originator, whether oral or written, relating to the subject matter hereof. All amendments to this agreement shall be in writing and signed by authorized representatives of the parties.

Authorized Signatory of Client		Signature verified by MBL	
_____	_____	_____	_____
Authorized Signatory(s)	Authorized Signatory(s)	Authorized Signatory(s)	Authorized Signatory(s)

Branch	GB In-Charge/ Manager Operation	Name	Seal Signature & Date	PA No.
	Head of Branch/ Division	Name	Seal Signature & Date	PA No.
OD	Authorized By	Name	Seal Signature & Date	PA No.
	Head of OD	Name	Seal Signature & Date	PA No.
ITD	Executed By	Name	Seal Signature & Date	PA No.
	Authorized By	Name	Seal Signature & Date	PA No.
	Approved By	Name	Seal Signature & Date	PA No.
ISGD	CISO	Name	Seal Signature & Date	PA No.