



Internal Guidance Note

BNP Paribas – Standard Terms and Conditions (India)

- *This template is to be used by the India branches only.*
- *These standard terms and conditions (“Standard Terms”) may be used in conjunction with the following template:*
 - *“BNP Paribas – Facility Letter Template for Uncommitted (Corporate and Trade) Facilities (India)”*
- *These Standard Terms are to be incorporated by reference in the template Facility Letters.*
- *Amendment to the Standard Terms: The Standard Terms are generally not subject to amendments. Only in exceptional circumstances some amendments can be made to these Standard Terms and these amendments should NOT be made directly in these Standard Terms. The amendments should be included in a schedule to the Facility Letter. See the existing relevant schedule to the template uncommitted Facility Letter which provides examples of such amendments. In most cases these amendments should be credit requirement driven additional undertakings/representations etc.*
- *This template was last updated on 7 January 2021.*
- ***BEFORE CIRCULATING THIS DOCUMENT TO ANYONE OUTSIDE BNPP, PLEASE ENSURE THAT THIS ENTIRE FIRST PAGE AND ALL USER NOTES AND FOOTNOTES (ALL IN RED TEXT) HAVE BEEN DELETED.***



BNP Paribas – Standard Terms and Conditions (India)

1. Definitions and Construction

(a) Terms not otherwise defined in the Facility Letter shall have the following meanings:

"Acceptance Date" means the latest date on which the Facility Letter and these Standard Terms are accepted by all of the Borrowers as evidenced by their signatures on the Facility Letter.

"Affiliates" means, in relation to any person, any company in which that person from time to time, directly or indirectly, has or controls a shareholding which represents 10% or more of the issued share capital of such company and any company in which that person is beneficial owner of at least 10% of the issued share capital (with respect to BNPP, including any head office or branch).

"Alternative Currency" has the meaning given to that term in Clause 3 (*Drawings in an Alternative Currency*).

"Base Currency" has the meaning given to that term in Clause 3 (*Drawings in an Alternative Currency*).

"BNPP" has the meaning given to that term in the preamble of the Facility Letter.

"Borrower(s)" means the borrowers of the Facility which are identified in Clause 1 (*The Obligors*) of the Facility Letter.

"Business Day" means a day on which banks are generally open for general business in India and, in relation to any date for payment or purchase of funds, the place where such funds are received in accordance with the Facility Letter and in the principal financial centre for the relevant currency of such funds.

"CIBIL" means Credit Information Bureau (India) Ltd.

"Cost of Funds" means, in relation to any amount in any currency, the rate determined by BNPP to be the cost of funding that amount in that currency for the relevant Interest Period (or if the relevant Interest Period is not available, for a term comparable to the relevant Interest Period), from whatever sources it may select, which determination may include without limitation any additional charges, market, regulatory or liquidity costs as BNPP may deem appropriate from time to time.

"Credit Support Provider(s)" means the credit support providers for the Facility which are identified in Clause 1 (*The Obligors*) of the Facility Letter.

"Current Account" means, for the purposes of an Overdraft Facility, any of a Borrower's accounts maintained with BNPP from time to time.

"Documentary Credit Facility" means any facility the details of which are set out in the "Documentary Credit Facility" part of Schedule 1 (*The Facility/ies*) of the Facility Letter.

"Drawing" means, in relation to a Facility, a drawing or the issuance of an instrument under that Facility.

"Encumbrance" means: (a) a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; or (b) (i) a sale, transfer or disposal by an Obligor of (i) any asset on terms whereby it is or may be leased to or re-acquired by another Obligor or any other member of the Group or (ii) any receivables on recourse terms, or (ii) any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (iii) any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset.

"EURIBOR" means, means, in relation to any Interest Period, the euro interbank offered rate administered by European Money Markets Institute (or any other person which takes over the administration of that rate) displayed at or around 11:00 am (Brussels time) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate, or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters; if such page or service ceases to be available, BNPP may specify another page or service displaying the relevant rate after consultation with the Borrower(s)) for the relevant currency and a term equivalent to the relevant Interest Period, or if there is no equivalent term the next longest term closest to the relevant Interest Period, for value on the first day of that period and if that rate is less than zero, EURIBOR shall be deemed to be zero, provided that if no such rate is displayed or if a market disruption event occurs or any market circumstances prevail such that it is not possible to determine a rate, the rate shall be the Cost of Funds.

"Facility" has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.



"**Facility Documents**" means the Facility Letter (including all Schedules thereto, any amendment to the Facility Letter and these Standard Terms), any guarantee, any security or other credit support documents entered into pursuant to the terms of the Facility Letter, any Other Trade Terms, any application forms in connection with any Facility and any other agreements between BNPP and any Obligor in connection with the Facility and/or the Facility Letter.

"**Facility Variation**" has the meaning given to that term in Clause 6 (*Miscellaneous*) of the Facility Letter.

"**GAAP**" means, in relation to an Obligor, the generally accepted accounting principles in that Obligor's jurisdiction of incorporation.

"**Group**" means the Borrower(s), the Credit Support Provider(s) (if any) and any of its/their subsidiaries.

"**Group Member**" means any member of the Group.

"**Increased Costs**" means (i) a reduction in the rate of return from the Facility or on BNPP's (or its Affiliate's) overall capital (including without limitation as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by BNPP); (ii) an additional or increased cost; or (iii) a reduction of any amount due and payable under any Facility Document, in each case which is incurred or suffered by BNPP or any of its Affiliates in connection with the Facility Documents.

"**India**" means the Republic of India.

"**Individual Facility Limit**" means, in relation to a Facility, the facility limit applicable to that Facility as set out in Schedule 1 (*The Facility/ies*) of the Facility Letter.

"**Interest Period**" has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

"**Interest Rate**" means, in relation to a Facility, the interest rate as set out in Schedule 1 (*The Facility/ies*) of the Facility Letter for that Facility.

"**LIBOR**" means, in relation to any Interest Period, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) displayed at or around 11:00 am (London time) on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate, or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters; if such page or service ceases to be available, BNPP may specify another page or service displaying the relevant rate after consultation with the Borrower(s)) for the relevant currency and a term equivalent to the relevant Interest Period, or if there is no equivalent term the next longest term closest to the relevant Interest Period, for value on the first day of that period and if that rate is less than zero, LIBOR shall be deemed to be zero, provided that if no such rate is displayed or if a market disruption event occurs or any market circumstances prevail such that it is not possible to determine a rate, the rate shall be the Cost of Funds.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, operation, property, condition (financial or otherwise) or prospects of the Group taken as a whole; (ii) the ability of an Obligor to perform its obligations under the Facility Documents; or (iii) the validity or enforceability of the whole or any part of any Facility Document or any rights or remedies of BNPP under the Facility Documents.

"**MCLR**" means the marginal cost of funds based lending rate as prescribed by BNPP for the relevant tenure from time to time in accordance with the Master Direction - Reserve Bank of India (Interest Rate on Advances) Directions, 2016 dated March 3, 2016 (as amended from time to time).

"**Notice**" has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

"**Obligor(s)**" has the meaning given to that term in Clause 1 (*The Obligors*) of the Facility Letter.

"**Other Trade Terms**" means, in relation to any Documentary Credit Facility and/or any Trade Facility, the terms and conditions set out in (i) the relevant trade application forms (in BNPP's standard form) between the Borrower and BNPP and/or (ii) any other agreements between the (relevant) Borrower and BNPP (including any BNPP's conditions for issuance of documentary letters of credit, handling of export documents, issuance of trade instruments) in relation to that Facility.

"**Outstanding Amounts**" means (a) all monies advanced by BNPP (including amounts drawn under any Overdraft Facility (and not repaid)); (b) all liabilities (whether accrued or contingent) incurred by BNPP; and (c) all interest, fees, commissions, indemnities, costs and expenses (including legal fees) payable to BNPP, in each case under or in connection with the Facility Documents.

"**RBI**" means the Reserve Bank of India.



“**Sanctioned Country**” means a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory.

“**Sanctioned Person**” means a person that is the subject or target of any Sanctions.

“**Sanctions**” means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union (or any of its member states), the United Kingdom or Great Britain and Northern Ireland, the French Republic, Her Majesty’s Treasury, the RBI, the Government of India or any other relevant sanctions authority.

“**Screen Rate**” means LIBOR, EURIBOR or such other screen rate as may be selected by BNPP from time to time.

“**Screen Rate Replacement Event**” means, in relation to a Screen Rate:

- (i) the methodology, formula or other means of determining that Screen Rate has, in the opinion of BNPP and the Borrower, materially changed;
- (ii)
 - (1)
 - (A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
 - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;
 - (2) the administrator of that Screen Rate publicly announces that it has ceased, or will cease, to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;
 - (3) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued; or
 - (4) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used;
- (iii) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of BNPP and the Borrower) temporary; or
- (iv) in the opinion of BNPP and the Borrower, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under the Facility Documents.

“**Security**” means the security and/or support documents as set out in Clause 4 (*Security/Support*) of the Facility Letter.

“**Standard Terms**” has the meaning given to that term in the preamble of the Facility Letter.

“**Table**” has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest or amount payable in connection with any failure to pay or any delay in paying any of the same or the tax status of any person under any applicable laws) (and “**Taxation**” shall be construed accordingly).

“**Total Facility Limit**” has the meaning given to that term in Schedule 1 (*The Facility/ies*) of the Facility Letter.

“**Trade Facility**” means any facility the details of which are set out in the “Trade Facility” part of Schedule 1 (*The Facility/ies*) of the Facility Letter.

- (b) Unless a contrary indication appears a reference to:
 - (i) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the above;



- (ii) a provision of law is a reference to that provision as amended or re-enacted from time to time; and
 - (iii) any document refers to that document as amended, varied, supplemented or replaced from time to time.
- (c) "**USD**" denotes the lawful currency of the United States of America. "**AUD**" denotes the lawful currency of Australia. "**GBP**" denotes the lawful currency of the United Kingdom. "**NZD**" denotes the lawful currency of New Zealand. "**INR**" denotes the lawful currency of India. "**SGD**" denotes the lawful currency of Singapore. "**HKD**" denotes the lawful currency of Hong Kong. "**RMB**" denotes the lawful currency of the People's Republic of China (excluding for such purpose Hong Kong, Macau and Taiwan). "**EUR**" means the single currency unit of the member states of the European Union that adopt or have adopted the "euro" as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

2. The Facility

With respect to a Documentary Credit Facility, a Trade Facility or similar facility, BNPP is hereby authorised to honour all documents drawn or purporting to be drawn and presented under such Facility issued by BNPP. BNPP shall at all times be entitled to make any payment for which a demand has been made without further investigation or enquiry and need not be concerned with the propriety of any claim made or purported to be made under and in the manner required by the terms of such Facility; accordingly, it shall not be a defence to any demand made of any Obligor under the Facility Documents, nor shall any of such Obligor's obligations under the Facility Documents be affected or impaired by the fact, that BNPP was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed.

For each part of the Trade Facility, "**Drawing**" or "**Drawdown**" or any equivalent term is deemed to include any amount paid or incurred (including contingently) by BNPP in connection with the relevant instrument issued, discounted or negotiated, or loan made, for which BNPP has not received reimbursement, whether or not any Obligor has requested BNPP to pay or incur that amount.

BNPP shall not be responsible to ensure that the Facility is used for the purposes set out in the Facility Documents.

3. Drawings in an Alternative Currency

The Facility is made available in the currency identified in the Table (the "**Base Currency**") but, if requested by the Borrower(s), BNPP may, subject to availability of funds and applicable laws, regulations and rules, make any individual Facility available in such other currencies as BNPP may agree from time to time (each an "**Alternative Currency**").

Unless otherwise agreed between the Borrower(s) and BNPP, any payment of principal or interest payable in connection with a Drawing denominated in an Alternative Currency is payable in the same Alternative Currency.

If one or more Drawings are denominated in an Alternative Currency and on the Business Day prior to the date upon which any principal, interest, commission or fee is payable under the Facility and/or such other date as determined by BNPP (the "**Relevant Date**"), BNPP determines that the aggregate Drawings under an individual Facility exceed its Individual Facility Limit, the Borrower(s) shall, at the request of BNPP, repay an amount of the relevant individual Facility or provide cash cover in respect of relevant contingent liabilities on the Relevant Date. The amount of such repayment or cash cover shall be an amount sufficient to ensure that following such repayment or receipt of cash cover the aggregate Drawings under each individual Facility do not exceed its Individual Facility Limit.

In determining whether the aggregate Drawings under an individual Facility exceed its Individual Facility Limit, BNPP shall convert any Drawings in an Alternative Currency into the Base Currency at a rate determined by BNPP in its absolute discretion.

If the Borrower(s) provide cash cover, the relevant Borrower(s) shall deposit the relevant amount in an account in the name of the relevant Borrower(s) and maintained with BNPP. Without prejudice to the terms of any security document which the Borrower(s) may have signed with BNPP, until there are no Outstanding Amounts under the relevant Facility, withdrawals from the account(s) may only be made to pay BNPP amounts due and payable to it under the Facility Documents in respect of the relevant Facility.

In the event BNPP is unable or it is impracticable for BNPP to grant or continue to grant all or any part of the Facility in the Base Currency by reason of any of the following:

- (a) changes in national or international financial, political or economic conditions or currency availability or exchange rates or exchange controls; or
- (b) it becomes unlawful, illegal or contrary to or additional conditions have been imposed by any laws, regulations, directives, ruling or guidelines of any governmental or non-governmental or statutory authority for BNPP to grant or continue to grant the Facility in the Base Currency,

then notwithstanding any other provision of the Facility Documents, BNPP shall have the right in its absolute discretion to convert the Base Currency into an Alternative Currency as selected by BNPP, with prior notice to the Borrower to the extent reasonably possible.



4. Interest

Interest shall accrue daily on the principal amount outstanding under the relevant Facility on the basis of actual number of days elapsed and a year of 360 or 365 days (depending on the relevant currency (as determined by BNPP)).

BNPP may, for its convenience, consolidate outstanding Interest Periods in respect of different Drawings under the same Facility to ensure that the relevant Drawings have the same repayment date.

Without prejudice to any other provision of any Facility Document (including, in particular, this Clause 4), each party to any of the Facility Documents acknowledges and agrees for the benefit of the other parties to the Facility Documents that:

(a) IBOR benchmarks (such as LIBOR and EURIBOR) (A) may be subject to methodological or other changes which could affect their value, (B) may not comply with applicable laws and regulations (such as the Regulation (EU) 2016/1011 of the European Parliament and of the Council, as amended (the EU Benchmarks Regulation)) and/or (C) may be permanently discontinued; and

(b) the occurrence of any of the aforementioned events and/or a Screen Rate Replacement Event may have adverse consequences which may materially impact the economics of the financing transactions contemplated under the Facility Documents.

5. Right of Review

Notwithstanding any other provision of the Facility Documents, the availability of the Facility is subject to review by BNPP at any time and BNPP reserves the right at any time (and without notice to any Obligor), to:

- (a) decline to allow any Drawing under any Facility to proceed; and/or
- (b) terminate, cancel (in whole or in part) and/or amend any Facility (including, without limitation, reducing or suspending, in whole or in part, that Facility) and/or amend the provisions of the Facility Documents; and/or
- (c) declare all or any part of the Outstanding Amounts to be due and payable at any time and demand their immediate repayment; and/or
- (d) enforce its rights under the Security (where applicable); and/or
- (e) with respect to each bank guarantee, letter of credit, bond and other relevant instrument issued by BNPP or its Affiliate under the Facility, require the Borrower(s) to:
 - (i) procure another bank to issue a bank guarantee, letter of credit, bond or other relevant instrument to replace each such instrument issued by BNPP;
 - (ii) procure another bank satisfactory to BNPP to issue a counter-guarantee in favour of BNPP in a form satisfactory to BNPP; and/or
 - (iii) provide immediate cash cover,

in each case of (i), (ii) and/or (iii) to cover the full liabilities of BNPP under each such instrument issued by BNPP under the Facility (inclusive of interest, costs, charges and expenses) and in each case if the Borrower(s) fail(s) to comply with any such requirement of (i), (ii) and/or (iii), BNPP shall be entitled to exercise the right of lien and set off against any sums or securities held in any accounts of the Borrower(s) with BNPP and for that purpose BNPP shall be entitled to debit and/or block the relevant accounts of the Borrower(s).

6. Prepayment

Any notice of prepayment given pursuant to the terms of the Facility Letter shall be irrevocable and shall specify the date upon which the relevant prepayment is to be made and the amount to be prepaid.

7. Default Interest

Default interest is payable on unpaid amounts at the rate of 2% per annum above the Interest Rate (or other relevant applicable rate or commission) or the default rate prescribed by the RBI for the relevant Facility, whichever is lower ("**Default Rate**").

If any Obligor fails to pay any amount payable by it under a Facility Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any default interest is immediately payable on demand.



8. Payments

All payments to be made under the Facility Documents shall be paid (i) in immediately available, freely transferable funds to such account(s) with such bank(s) and in such currency as BNPP may notify to the Obligor(s); (ii) exclusive of any Tax; and (iii) without any set-off or counter-claim and free and clear of any withholding or deduction (including, but not limited to, in respect of Tax) except as required by law. If any deduction (including, but not limited to, in respect of Tax) is made, the amount of payment due shall be increased to an amount which, after making such deduction, leaves an amount equal to the payment which would have been due if no deduction had been required. The Borrower(s) shall provide BNPP with such evidence as BNPP may require (including certified copies of all relevant receipts) that such deduction or payment has been made to the relevant authority.

Any payment under the Facility Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

Unless otherwise agreed between the Borrower(s) and BNPP, all fees and commissions payable are non-refundable (regardless of whether and to what extent the Facility may have been drawn or is subsequently withdrawn) and exclusive of any Tax or similar charges and shall be calculated on the basis of actual days elapsed and a year of 360 or 365 days (depending on the relevant currency (as determined by BNPP)).

9. Representations and Warranties

Each Borrower represents and warrants to BNPP that:

- (a) (*status*) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- (b) (*binding obligations*) the obligations expressed to be assumed by it in the Facility Documents are legal, valid, binding and enforceable obligations;
- (c) (*non-conflict*) the entry into, acceptance and performance by it of, and the transactions contemplated by, the Facility Documents do not and will not (i) conflict with any law or regulation applicable to any Obligor or its constitutional documents; (ii) cause any limitation on any Obligor or the powers of its directors (where applicable), whether imposed by or contained in any law, order, judgment, agreement, instrument or otherwise to be exceeded; (iii) conflict with any agreement or instrument binding upon any Obligor or any of its assets; or (iv) result in the creation or imposition of any lien, charge, security, interest or other encumbrance over any assets of any Obligor other than those created pursuant to the Facility Documents;
- (d) (*power and authority*) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Facility Documents and the transactions contemplated by the Facility Documents;
- (e) (*sanctions*) none of the Obligors, any of their subsidiaries, their respective directors or officers, or, to the best of its knowledge, any of their Affiliates, agents, or employees is a person, that is, or is owned or controlled by a person that is, or is likely to become (i) a Sanctioned Person or (ii) located, organised or resident in a Sanctioned Country;
- (f) (*anti-bribery, anti-corruption and anti-money laundering*) none of the Obligors, any of their subsidiaries, their respective directors or officers, or, to the best of its knowledge, any of their Affiliates, agents or employees has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws, regulations or rules in any applicable jurisdiction and it has instituted and maintains policies and procedures designed to prevent the violation of such laws, regulations and rules;
- (g) (*validity and admissibility*) all authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations, lodgements or registrations required or desirable in connection with (i) its entry into and compliance with its obligations under the Facility Documents; (ii) to make the Facility Documents admissible in evidence in its jurisdiction of incorporation; and (iii) for it and its subsidiaries to carry on their business, have been obtained or effected and are in full force and effect;
- (h) (*solvency*) no steps have been taken or are being taken to appoint a receiver and/or manager or judicial manager, liquidator of any Obligor or (where an Obligor is an individual) trustee in bankruptcy or official assignee or any other such official of any Obligor or over any part of the assets of any Obligor or to wind up any Obligor; and
- (i) (*financial statements*) each Obligor's most recent audited financial statements and (if any) audited consolidated financial statements delivered to BNPP pursuant to the Facility Documents present a true and fair view of the financial position and operations of that Obligor and its subsidiaries as at the date to which they were drawn up and have been prepared in accordance with GAAP, consistently applied.



10. Undertakings

Each Borrower undertakes for so long as the Facility subsists that:

- (a) (*ranking of obligations*) its payment obligations under the Facility Documents shall at all times rank at least equally and rateably with all its other unsecured and unsubordinated indebtedness, except for obligations mandatorily preferred by law applying to companies generally;
- (b) (*compliance with laws*) it shall comply in all material respects with all applicable laws and it shall obtain and maintain in full force and effect any authorisation, consent, registration, approval required in connection with the performance of its obligations under the Facility Documents and to ensure the legality, validity and enforceability or admissibility in evidence of the Facility Documents in any applicable jurisdiction;
- (c) (*other information*) it shall provide BNPP with such information relating to its business, finances, operation and management or any other information which BNPP may reasonably request from time to time;
- (d) (*nature of business*) no substantial change shall be made to the general nature of its business from that carried on at the date of the Facility Letter;
- (e) (*notice of default*) it shall notify BNPP in writing of any event or circumstance which constitutes a default under any agreement binding upon it (including the Facility Documents) and which has or is reasonably likely to have a Material Adverse Effect (and, in each case, the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;
- (f) (*notice of proceedings*) it shall promptly notify BNPP in writing of any litigation, arbitration or administrative proceedings started or threatened against it which, if adversely determined, has or is reasonably likely to have a Material Adverse Effect;
- (g) (*sanctions*) it will not, directly or indirectly, use the proceeds of any Drawing, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any person;
- (h) (*reorganisations*) it shall not without prior notice to BNPP undertake or permit (i) any amendment of its present constitution which, directly or indirectly, affects its corporate existence and will result in it ceasing to exist as a solvent surviving entity or which has or is reasonably likely to have a Material Adverse Effect or (ii) any other scheme or compromise or arrangement with any creditor of any member of the Group which has or is reasonably likely to have a Material Adverse Effect;
- (i) (*GAAP*) it shall procure that each set of financial statements delivered to BNPP pursuant to the Facility Documents is prepared in accordance with GAAP, and shall inform BNPP of any change in GAAP and shall deliver all necessary information in order for BNPP to assess the new financial condition of each Obligor and its subsidiaries;
- (j) (*negative pledge*) it shall not, and shall procure that none of its subsidiaries shall, create or permit to subsist any encumbrance over all (or any substantial part of) its present or future revenues, undertaking or assets except for encumbrances (i) existing at, and disclosed in writing to BNPP prior to the date of the Facility Letter; (ii) created by operation of law in the ordinary course of trading that will not, in the reasonable opinion of BNPP, materially affect that Borrower's ability to perform its obligations under the Facility Documents; (iii) granted to BNPP under any Facility; or (iv) created with the prior written consent of BNPP;
- (k) (*no disposal*) it shall not, without the prior written consent of BNPP, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, transfer or otherwise dispose of all or a substantial part of its assets or business;
- (l) (*know-your-customer*) it shall promptly, upon the request of BNPP, supply or procure the supply of such documentation and other evidence as is reasonably requested by BNPP in order for BNPP to carry out all necessary "know-your-customer", "know-your-transaction" or other similar checks on customers or transactions under all applicable laws for the purposes of the transactions contemplated in the Facility Documents; and
- (m) (*immunity from suit*) it will not claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to any Facility Document.

11. Anti-Money Laundering and other Laws

Without prejudice to BNPP's rights under Clause 5 (*Right of Review*), BNPP may block or refuse to make a payment under or in connection with the Facility, and may refuse to permit a Drawing under any Facility, if it believes on reasonable grounds that making such payment or Drawing may breach any applicable law (including, without limitation, any law relating to anti-money laundering, anti-terrorist financing, anti-corruption, anti-bribery or Sanctions) and any internal compliance requirements of BNPP.

In the case where:



(a) BNPP is served with or notified of or otherwise in any way affected by any law, directive, regulation, rule, judicial or administrative order, judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process whether having the force of law or not (collectively, the "**Process**"), which may affect or relate or is referable to, or appear to affect or relate or is referable to, any Obligor or the Obligor Transaction(s) (as defined in Clause 14 (*Indemnities*) below), or its account(s) held with BNPP or its Affiliates or any interbank account of BNPP or its Affiliates; or

(b) BNPP in its opinion considers that it is necessary under any applicable Process to which BNPP or its Affiliates are subject or affected by or under any non-statutory practice, procedures or guidelines (whether having the force of law or not) with which it is BNPP's or its Affiliate's practice or policy to comply,

BNPP and its Affiliates may, and each Borrower (for itself and on behalf of each Obligor) hereby irrevocably authorises them to, comply therewith in any manner or to take any action in relation thereto as it or its lawyers deem appropriate, including freezing, blocking and/or suspending or withholding payment of all or any amount(s) standing to the credit of any Obligor's account(s) held with BNPP or such Affiliates and/or terminating or suspending the Facility or any part thereof.

Neither BNPP nor any of its Affiliates shall be liable to any Obligor or any other person or entity in any manner whatsoever for any action or omission taken by BNPP or its Affiliates pursuant to this Clause.

12. **Increased Costs**

Each Borrower shall promptly on demand (and in any event within 15 days after demand by BNPP) pay to BNPP the amount of any Increased Costs incurred by BNPP or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law, rule, directive or regulation; or (ii) compliance with any law, rule, directive or regulation made after the date of the Facility Letter.

13. **Costs and Expenses**

Each Borrower shall promptly on demand pay to BNPP the amount of all (in the case of (i) and (ii), reasonable) costs and expenses (legal or otherwise, on a full indemnity basis) incurred by BNPP in connection with (i) the negotiation, preparation, printing, execution, registration and perfection of any Facility Document or any documents executed pursuant to any Facility; (ii) responding to, evaluating, negotiating or complying with any request from any Obligor for any amendment, waiver or consent in connection with any Facility or any amendment or waiver that is required in connection with any Facility Document as a result of the occurrence of a Screen Rate Replacement Event; and (iii) the enforcement or preservation of any rights of BNPP under any Facility Document.

Each Borrower shall indemnify and reimburse BNPP for any reasonable cost, loss or expense incurred by BNPP (including, without limitation, any Cost of Funds or loss) as a result of (i) any payment (including payment of interests) or prepayment being made other than as expressly permitted or required in any Facility Document or a payment being received in a currency other than the currency of the relevant Facility or (ii) any failure by the Borrower(s) to borrow on the date or in the currency specified in a Drawing request. The foregoing provision will not apply where the cost, loss or expense arises directly from the gross negligence, willful misconduct or fraud of BNPP, its Affiliates, agents, employees and officers.

Each Borrower's obligation for all sums due or payable by it under or in connection with a Facility, including damages, shall be in the currency(ies) in which the Facility is denominated.

14. **Indemnities**

Each Borrower shall promptly on demand indemnify and keep indemnified BNPP (including its head office and any and all branches of BNPP), its Affiliates, agents, employees and officers against:

(a) all claims, demands, actions, liabilities, charges, proceedings, warrants or injunctions, damages, losses (including loss of profit), reasonable costs and expenses (legal or otherwise);

(b) all stamp duty, registration taxes and any other direct or indirect taxes;

(c) any loss of bargain, Cost of Funds or any other loss incurred in liquidating, obtaining or re-establishing any swap, hedge or related trading positions or closing out of any foreign exchange or interest rate contract as a result of any prepayment of any Facility prior to its stated maturity (whether such prepayment is on demand by BNPP or otherwise (including any loss or cost due to internal hedging arrangements being unwound)); and

(d) any shortfall arising from converting any payment to BNPP at the rate of exchange on the date of such payment to the extent that the converted amount falls short of the amount unpaid under the relevant Facility,

in each case, arising from or in connection with any Facility, any Drawing or the performance, preservation and/or enforcement by BNPP of its rights and/or obligations under any Facility Document (including, but not limited to, those arising from (A) any transaction relating to any Obligor or any of the Obligors' accounts with BNPP or its Affiliates ("**Obligor Transaction**"), (B) breach of the IT Rules (as defined below) and/or any disclosure to CIBIL; or (C) BNPP relying, acting or declining to act on any



communication or instructions (or purported communication or instruction) from any person BNPP reasonably believes is duly authorised (or not duly authorised) to act on behalf of such Obligor, including any reliance by BNPP in good faith on any communication or instruction by telephone, facsimile, electronic mail or other electronic means).

The foregoing provision will not apply where the claim, loss or liability arises directly from the gross negligence, wilful misconduct or fraud of BNPP, its Affiliates, agents, employees and officers.

15. **Set-Off**

BNPP may, without prior notice, set off any present and/or future obligations and liabilities (whether actual or contingent) of any Borrower to BNPP (including its head office and any and all branches of BNPP) against any obligation owed by BNPP (including its head office and any and all branches of BNPP) to such Borrower, whether such obligation is matured or not matured and whether actual or contingent, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, BNPP may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

16. **Certificates and Determinations**

Any certification or determination by BNPP of a rate, amount or any other subject matter under any Facility Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

17. **Application of Moneys**

If any sum paid or recovered pursuant to any Facility Document is less than the amount due, BNPP may apply such sum to principal, interest, fees or any other amount due under any Facility Document and in such proportion, order and manner as it determines.

18. **Partial Invalidity**

If, at any time, any provision of any Facility Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

19. **Remedies and Waivers**

No failure to exercise, nor any delay in exercising, on the part of BNPP, any right or remedy under the Facility Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Facility Documents are cumulative and not exclusive of any rights or remedies provided by law.

20. **Amendment and Waiver**

These Standard Terms are subject to change from time to time at BNPP's sole discretion.

Each Borrower accepts that the Standard Terms may be amended unilaterally by BNPP from time to time and any updates of the Standard Terms which are notified to the Borrower(s) from time to time apply to the Facility Letter.

No other provision of any Facility Document may be amended or waived except by written agreement between the parties.

21. **Assignment and transfer**

The consent of the Borrower(s) is required for an assignment or transfer by BNPP, unless the assignment or transfer is:

(a) to an Affiliate of BNPP;

(b) made at a time when a default under or non-compliance by any Obligor with any term of the Facility Documents is continuing;

(c) an assignment or transfer of any rights of BNPP to any refinancing entity, including without limitation any insurer, reinsurer, securitisation vehicle, trust or fund, for the purpose of BNPP refinancing or hedging any of its interests under the Facility, provided no such assignment or transfer shall either (i) release BNPP from any of its obligations under the Facility Documents or (ii) require any payments to be made by an Obligor other than, or in excess of, or grant to any person any more extensive rights than, those required to be made or those granted to BNPP under the Facility Documents; or

(d) an assignment by way of charge or assignment of security of any rights of BNPP to (i) any of the refinancing entities mentioned in (c) above, (ii) holders of instruments issued by BNPP or (iii) another bank or financial institution (including a federal reserve or central bank).



The consent of the Borrower(s) to an assignment or transfer must not be unreasonably withheld or delayed. The Borrower(s) will be deemed to have given its (their) consent five Business Days after BNPP has requested it unless consent is expressly refused by the Borrower(s) within that time.

A transfer by BNPP of any or all of its rights and obligations under the Facility Documents is effected when BNPP and the new lender each execute an otherwise duly completed transfer certificate in the form attached.

On the date specified in such transfer certificate to be the transfer date:

1. to the extent that in the transfer certificate BNPP seeks to transfer by novation its rights and obligations under the Facility Documents each of the Borrowers and BNPP shall be released from further obligations towards one another under the Facility Documents and their respective rights against one another shall be cancelled (being the “**Discharged Rights and Obligations**”);
2. each of the Borrowers and the new lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Borrower and the new lender have assumed and/or acquired the same in place of that Borrower and BNPP.

The procedure set out in this Clause shall not apply to any right or obligation under any Facility Document if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of transfer of such right or obligation or prohibit or restrict any transfer of such right or obligation, unless such prohibition or restriction shall not be applicable to the relevant transfer or each condition or any applicable restriction shall have been satisfied.

BNPP may at any time charge, assign by way of security, declare a trust over or otherwise create an Encumbrance in or over, any or all of its rights or obligations under any Facility Document to any person. BNPP may also from time to time change its facility office in relation to all or a specified part of the Facility outstanding by notifying the Borrower(s) thereof.

No Borrower is permitted to assign or transfer any of its rights or obligations under any Facility Document without the prior written consent of BNPP.

22. Counterparts

Each Facility Document may be executed in any number of counterparts, which has the same effect as if the signatures on the counterparts were on a single copy of the Facility Document.

23. Entire Agreement

The Facility Letter, together with its schedules and appendices (including the latest version of the Standard Terms as notified to the Borrower(s) from time to time and any other terms incorporated by reference into the Facility Letter), set out the entire agreement between the parties and supersede any prior oral and/or written understandings or arrangements relating to the Facility.

24. Prevalence of terms

If there is any conflict or inconsistency between the provisions of the Facility Letter and these Standard Terms (or any other Facility Document), the provisions of the Facility Letter shall prevail. If there is any conflict or inconsistency between the provisions of any Other Trade Terms and these Standard Terms, the provisions of the Other Trade Terms shall prevail.

25. Notices

Any communication to be made under or in connection with the Facility Documents shall be made in writing and, unless otherwise stated, may be made by email, fax or letter to the email, fax number or name and address set out in the Facility Letter or (in the case of communication by BNPP to an Obligor) notice details last known to BNPP. A party may notify the other(s) of any change in such notice details with 5 Business Days prior written notice. Any communication or document made or delivered under or in connection with the Facility Documents will be effective (i) if by way of email, only when actually received in readable form, (ii) if by way of fax, only when received in legible form; or (iii) if by way of letter, only when it has been left at the relevant address or if 5 Business Days have elapsed since the posting date.

Any communication or document to be made or delivered to BNPP will be effective only when actually received by BNPP and then only if it is expressly marked for the attention of the department or officer as BNPP may notify the Borrower(s) from time to time. Any communication or document made or delivered to the Borrower(s) will be deemed to have been made or delivered to the other Obligor(s), if any.

Any notice or document given under or in connection with the Facility Documents must be in English or, if not in English, accompanied by a certified English translation as BNPP may request, in which case the English translation will prevail unless agreed otherwise by BNPP.

**26. Third Party Rights**

Unless otherwise stated in the relevant Facility Document, a person who is not a party to the Facility Document has no right to enforce or enjoy the benefit of any term of the relevant Facility Document.

27. Consent to disclosure

For the purpose of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules 2011 and similar provisions (the "IT Rules") each Borrower (for itself and on behalf of the other Obligors) hereby irrevocably and expressly consents to, authorises and permits BNPP and its employees and agents at any time to disclose such information relating to any Obligor and/or any Facility (including but not limited to details of each Obligor's account relationship with BNPP, the Facility Documents and, if applicable, each Obligor's foreign exchange, money market, fixed income and/or derivative transactions ("Transactions") with BNPP) and any other customer information to BNPP's head office, other branches, regional offices, representative offices or affiliated companies (together, the "BNPP Group"), professional advisers or auditors of any member of the BNPP Group and their respective employees and agents or any governmental or regulatory agencies or authorities or supranational entity or body, administrative, fiscal or judicial body, courts and tribunals or any other authorities of whatsoever nature (in each case whether within or outside India) or any exchange, market, clearing house, depository or trade repository or any potential assignee or transferee or persons who have entered into or who are proposing to enter into any sub-participation, credit derivative, risk transfer or risk participation transaction (including, without limitation, any insurer, reinsurer, securitisation vehicle, trust or fund, for the purpose of BNPP refinancing or hedging any of its interests under the Facility) or any other contractual arrangements with BNPP in relation to the banking facilities between each Obligor and BNPP and/or the Transactions (as applicable), including without limitation, any person to whom BNPP may be liable in connection with an Obligor's obligations under the Transactions (if applicable) or any other person from time to time. This consent shall survive and continue in full force and effect for the benefit of BNPP notwithstanding the repayment, cancellation or termination of the Facility or any part thereof, the completion, settlement or termination of any Transaction (if applicable) and/or the termination of one or more types of banker-customer relationships between an Obligor and BNPP.

28. Personal data protection

Each Borrower (for itself and on behalf of the other Obligors) hereby represents, undertakes and warrants to BNPP, as well as its representatives and/or agents that (a) in respect of any Personal Data that it discloses to BNPP, it would have prior to disclosing such Personal Data to BNPP obtained the appropriate consent from the individuals whose Personal Data are being disclosed, to: (i) permit it to disclose the individuals' Personal Data to BNPP for or in connection with the Facility Documents; and/or (ii) permit BNPP and its related corporations (in India and/or elsewhere) to collect, use, disclose, share and/or Process (through authorised service providers, relevant third parties or otherwise) the individuals' Personal Data for or in connection with the Facility Documents; (b) any Personal Data that it discloses to BNPP are accurate; (c) should it become aware that any such Personal Data has been updated and/or changed after such disclosure to BNPP, it shall give BNPP notice in writing as soon as reasonably practicable thereafter; (d) should it become aware that any individual whose Personal Data it has disclosed to BNPP has withdrawn his or her consent as referred to in this paragraph (a) above, it shall give BNPP notice in writing as soon as reasonably practicable thereafter. Without prejudice to BNPP's other rights under law and/or the agreement(s) between it and BNPP, upon the receipt by BNPP of the said notification, BNPP shall have the right to discontinue or not provide any products and/or services (including the Facility) to and/or Transactions with it that are linked to such Personal Data; and (e) it shall from time to time as may be reasonably requested by BNPP, assist BNPP to comply with the IT Rules and all subsidiary legislation, guidelines and/or notices related thereto.

Each Borrower (for itself and on behalf of the other Obligors) furthermore consents to BNPP disclosing to the CIBIL and publication by CIBIL and / or any other agency authorized in this behalf by the RBI, of all or any information and data relating to any Obligor in connection with the Facility, as we may deem appropriate and as may be necessary under Indian Law.

For the purposes of this Clause 28, "Personal Data" shall mean the personal data of any individuals which an Obligor may, from time to time, disclose to BNPP as part of its commercial relationship and business dealings with BNPP; and "Processing", or any relevant equivalent, shall have the meaning given to it in the IT Rules.

29. Mode of Communications

Each Borrower irrevocably and unconditionally:

(a) requests and authorises BNPP to accept, rely on and act in accordance with any communication or instruction by telephone, facsimile, electronic mail or any other electronic means to the extent such means are acceptable to BNPP in its discretion, without any obligation on the part of BNPP to enquire as to the genuineness, completeness, authenticity, correctness or validity thereof;

(b) acknowledges that the giving of any communication or instruction by telephone, facsimile, electronic mail or any other electronic means communication is an insecure means of communication and is exposed to inherent network and intrusion vulnerabilities, that BNPP makes no representations or warranties whatsoever as to the security, completeness or integrity of any information, communication or instruction transmitted via such means, that BNPP shall not be responsible for any loss of security or integrity or breach of confidentiality arising from the use of such form of communication, and further that any communication or instruction transmitted via such means may not be read or executed by the recipient at all or in a timely manner; and



(c) confirms that in any legal proceedings brought in respect of any communication or instruction by telephone, facsimile, electronic mail or any other electronic means which is reasonably relied upon by BNPP in connection with the Facility or the Facility Documents, the correctness, validity, accuracy, completeness, enforceability, authenticity and genuineness of such communication or instruction shall be fully binding, admissible and conclusive upon such Borrower and shall not be affected or challenged merely on the ground that it is sent or received via such means.

30. Miscellaneous

The terms and conditions including rates of interest and commission chargeable will be subject to change without notice if there is any change in the laws or regulations applicable to the Facility.

Each of the Borrowers, while accepting the Facility granted, confirms that each Obligor is educated and well informed and has understood and has considered the various risks involved in any transaction/contract entered or to be entered into under the Facility in general, and particularly transactions in derivatives and structured products.

31. Surviving provisions

Clauses 8 (*Payments*) and 13 (*Costs and Expenses*) to 31 (*Surviving provisions*) inclusive, shall survive and continue in full force and effect for the benefit of BNPP notwithstanding the repayment, cancellation or termination of the Facility(ies) or any part thereof and/or the termination of one or more types of banker-customer relationships between a Borrower and BNPP.



SCHEDULE 1

FORM OF TRANSFER CERTIFICATE

To: [] [and []] as Borrower(s)

From: [] (“BNPP”) and [the New Lender] (the “New Lender”)

Dated:

Uncommitted On-demand banking facilities provided pursuant to a Facility Letter dated [] (the “Facility Letter”)

1. We refer to the Facility Letter. Terms used in the Facility Letter (and the Standard Terms and any applicable Other Trade Terms, as the same may be amended from time to time) shall have the same meaning in this certificate.
2. BNPP and the New Lender agree to BNPP transferring to the New Lender by novation, and in accordance with Clause 21 (*Assignment and Transfer*), all of BNPP’s rights and obligations under the Facility Documents.
3. BNPP hereby assigns to the New Lender, with effect from the Transfer Date, all of the rights held by it (in its capacity as lender) under or in connection with the Facility Documents which corresponds with the rights and obligations under the Facility Documents transferred pursuant hereto.
4. The transfer date is [].
5. The New Lender expressly acknowledges that it is the responsibility of the New Lender to ascertain whether any document is required or any formality or other condition required to be satisfied to effect or perfect the transfer contemplated by this certificate or otherwise to enable the New Lender to enjoy the full benefit of each Facility Document.
6. This certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this certificate.
7. This certificate is governed by the laws of India.
8. This certificate has been entered into on the date stated above.

[BNPP]

[the New Lender]

By:

By:

Note: *It is the New Lender’s responsibility to ascertain whether any other document is required, or any formality or other condition is required to be satisfied, to effect or perfect the transfer contemplated in this certificate or to give the New Lender full enjoyment of all the Facility Documents.*