

BEFTN ORIGINATION AGREEMENT

THIS AGREEMENT shall be effective as soon as customers send message using "Contact Centre"> "Send Message" option from the left-hand menu of their HSBC Personal Internet Banking Profile declaring: "I have read the BEFTN agreement and have agreed with the Terms & Conditions specified in BEFTN Agreement" between the "HSBC Customer" (hereinafter referred to as the "Originator"), and The HongKong and Shanghai Banking Corporation limited (hereinafter referred to as "Bank") a banking company registered in Hong Kong SAR and carrying on its banking business in Bangladesh with necessary permissions under the Bank Company Act 1991 having its main place of business in Bangladesh in 108 Bir Uttam C R Dutta Road, Dhaka.

RECITALS

WHEREAS, the Originator has requested that Bank to permit it to initiate electronic credit and debit entries (and "Entry" or "Entries") for payment to accounts maintained at Bank and other Banks, by means of the Bangladesh Electronic Funds Transfer Network (the "BEFTN"); and WHEREAS, Bank is willing to provide such services to Originator in accordance with the terms and conditions contained herein. NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. Transmission of Entries

1.1. Bank, in its capacity as an originating Banking Company, will transmit the Entries initiated by the Originator into the BEFTN and with those procedures provided for herein and as provided in the BEFTN Rules; as such rules may be amended from time to time.

1.2. The Originator will utilise Bank's origination system using BEFTN format or such other format or medium as the parties may mutually agree upon for the transmittal of Entries to Bank.

1.3. All Entries will be transmitted to Bank in accordance with the processing schedule set forth on Attachment A (Processing Schedule).

2. Compliance with Law, BEFTN Rules

2.1. The Originator will comply with all BEFTN Rules, and applicable regulations and laws ("Rules and Laws") with respect to the subject matter of this agreement. The specific duties of the Originator provided in this agreement shall in no way limit the foregoing undertaking.

2.2. It will be the sole responsibility of the Originator to ensure that the transmission of Entries and origination of BEFTN transactions are in full compliance with all Rules and Laws.

2.3. The Originator will obtain written authorizations for consumer entries in accordance with the BEFTN Rules and Laws, and shall retain the original or a reasonable copy thereof for no less than two (2) years following the termination or revocation of such authorization.

3. Rejection of Entries

3.1. In the event that any Entries are rejected by the BEFTN System for any reason, it shall be the responsibility of the Originator to remake such entries. Bank shall have no responsibility to reinitiate any returned entries until Originator remakes such entries in accordance with the BEFTN Rules.

3.2. 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 Originator 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.

4. Return of Entries

Bank will notify the Originator of the receipt of any returned entry or notification of change entry no later than one business day after the business day of such receipt. The Originator may reinitiate any returned entry at their discretion, provided the reinitiating is in accordance with applicable sections of the BEFTN Rules. Bank will not reinitiate any returned entries automatically.

5. Originator Error

5.1. If the Originator discovers that any Entry it has initiated was made in error, it must notify Bank of the error within 24 hours. In such a case, Bank will utilize its best efforts to initiate an adjusting entry or stop processing of any "on-us" Entry. Should Bank be unable to stop the Entry from posting, or if it is too late to withdraw the item from the BEFTN System, the Originator may initiate a reversal file to correct the Entry, as provided for and abiding by the BEFTN Rules.

5.2. Should a reversal be created for an individual Entry or Entries, the receiver(s) of the Entries must be notified by the Originator of the reversal no later than the settlement date of the reversing Entry.

5.3. Should a reversal be created for a complete file reversal, the Originator must advise Bank within five (5) business days of settlement.

6. Settlement

The Originator and Bank shall comply with the settlement procedures described in Attachment C (Settlement).

7. Account Reconciliation

Entries transmitted by Bank will be reflected on Originator's periodic statement. Originator agrees to notify Bank immediately of any discrepancy between Originator's records and the information shown on any such periodic statement. If Originator fails to notify Bank of any discrepancy within sixty (60) days of receipt of the corresponding periodic statement, Originator agrees that Bank will not be liable for any losses resulting from Originator's failure to give such notice.

8. Security Procedures

The Originator and Bank shall comply with the security procedures described in Attachment D (Security Procedures). The Originator acknowledges 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.

9. Payment for Services

The Originator agrees to compensate Bank for providing the services referred to herein at the prices set forth in Attachment E. The prices contained therein do not include, and Originator 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 Pricing Schedule at any time upon delivery of notice thereof to Originator.

10. Limitation of Liability

10.1. 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 profits or revenues or costs of cover arising from or related to the services 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. Originator's exclusive remedies for any and all claims related to the services provided hereunder shall be limited to the amount recoverable by bank from the BEFTN system operator, or any other sub member pursuant to the BEFTN rules or any applicable indemnity agreement.

10.2. bank will not be liable for any failure or delay in transmission of an entry if such transmission would (1) result in bank's having exceeded any limitation upon its intra-day net funds position established pursuant to relevant reserve guidelines, (2) violate any risk control provision promulgated by the federal reserve, or (3) violate any rule or regulation of any Bangladesh governmental regulatory authority.

11. Disclaimer of warranties

Originator assumes total responsibility for use of the services 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, no infringement, merchantability or fitness for a particular purpose.

12. Indemnification of Bank

12.1. The Originator will indemnify Bank if Bank incurs any financial loss or liability (including attorneys' fees and associated expenses) due to the breach, with respect to any Entries initiated by the Originator, of any of the warranties of an Originating Bank contained in the BEFTN Rules, except those due to the gross negligence of Bank. This includes reimbursement by the Originator to Bank of any fines imposed on Bank due to breaches of the BEFTN Rules by the Originator.

12.2. The Originator will indemnify Bank against any loss, liability or expense (including attorneys' fees and associated expenses) resulting from any claim that Bank is responsible for any act or omission of the Originator or any other person or entity associated with or affected by the services to be performed hereunder, including but not limited to any receiver, receiving Bank, or any federal reserve financial institution.

13. Notices

Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' **Personal Internet Banking secured inbox**, and will be considered given from the receipt of the message.

If to Bank:

"Contact Centre">"Send Message" menu in customer's HSBC Personal Internet Banking profile.

If to the Originator:

HSBC Personal Internet Banking secured message id of the customer

Attention:

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 Originator, and any such communication shall be deemed to have been signed by such person. The names and signatures of authorized representatives of Originator are set forth in Attachment F (Authorized Representatives). Originator 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.

14. Originator Data Retention

Originator will retain data on file adequate to permit remarking of Entries for ten (10) days following the date of their transmittal by Bank as provided herein, and shall provide copies of such data to Bank upon its request.

15. Assignment

Originator 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.

16. 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.

17. 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.

18. 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; labor 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.

19. 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.

20. Termination

The Originator may terminate this agreement at any time upon delivery of thirty (30) days written notice of its intent to so terminate. Bank may terminate this agreement immediately upon delivering written notice thereof to the Originator. Any termination of this agreement shall not affect any of the Originator's obligations arising pursuant to the terms of this agreement prior to such termination.

21. 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 prevail. This agreement shall be governed by the laws of the People's Republic of Bangladesh.

22. Entire Agreement

This agreement, together with any attachments hereto, constitute one and the same legally binding instrument and the entire agreement between the Originator 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. IN WITNESS WHEREOF, the undersigned have duly executed the Agreement by their duly authorized officers.

23. INDEMNITY

The Originator undertakes to indemnify and hold harmless the Bank from any and all costs, charges, claims, demands, expenses (including costs of investigation and attorneys' fees and expenses of litigation), losses, liabilities, damages, judgments, fines, penalties, interest, and amounts paid in settlement (each referred to herein as a "cost") arising from any failure on the part of the Originator to exercise ordinary care or to comply with any of the provisions of the BEFTN Rules.

24. Amendment

Bank will have right to make amendment to this agreement with a thirty (30) days prior notice to the Originator.

25. Confidentiality

Both the bank and the Originator undertake to keep information received from each other in course of operation in BEFTN confidential i.e. not to disclose any information without other party's prior permission.

BANK

ORIGINATOR

HongKong and Shanghai
Banking Corporation Limited
Bangladesh

HSBC Customer

ATTACHMENT A

Processing Schedule

The following schedule is for the use of the Originator to determine deadlines for sending origination files to Bank. Files received after these deadlines may not be guaranteed delivery to the BEFTN Operator for next-day settlement.

1. Payroll Credits: All payroll credit origination will be sent to the Bank by 1:00 p.m. time two business days before the settlement date of the subject Entries.

2. Debit Entry: The data file containing debit entry information will be transmitted to Bank BEFTN Department by 3:00 p.m. one business day before the settlement date of the subject Entries.

All files received after the above-referenced 3:00 p.m. deadline will be processed on the following business day.

3. Other Credits: All other credit origination Entries must be submitted by 6:00 p.m. business day before the settlement date of the subject Entries.

ATTACHMENT B

Settlement

The Originator will provide immediately available funds to offset any credit entries originated by it no later than the corresponding settlement date. The Originator will receive immediately available funds for any electronic debit entries initiated by it no later than the settlement date of the items. Provisions may be made for holding accounts to be maintained for posting of any return debit items received, as stated in this agreement and abiding by the BEFTN Rules.

The Originator will promptly provide immediately available funds to indemnify Bank if any debit Items are rejected after Bank has permitted the Originator to withdraw immediately available funds, should funds not be available in the Originator's accounts to cover the amount of the rejected items.

ATTACHMENT C

Security Procedures

The Originator is required to utilize the Bank's security procedures for all origination activity. Dual approval of all template and payment initiation functions will be required by Authorized Representative (see Attachment D) before the files will be released. All origination files sent to Bank will require a second verification of file entry and Taka totals by an Originator Authorized Representative. This second verification can be submitted by electronic mail or facsimile with signature to Bank's BEFTN Department.

The Originator is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. The Originator warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Bank. If the Originator believes or suspects that any such information has been accessed by an unauthorized individual, the Originator will verbally notify Bank immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Bank prior to the notification and within a reasonable time period to prevent unauthorized transfers.