

Terms and Conditions specific to Online Forward Contract Confirmation System through iTreasury Service (“Terms and Conditions”)

1. These terms entitle the Customer to use the Online Forward Contract Confirmation System through iTreasury Service (“OFCC System”) offered by ICICI Bank for confirming the foreign exchange related transactions.
2. Availability of the OFCC System shall be determined by ICICI Bank in its sole discretion and shall be subject to the terms and conditions as stipulated by ICICI Bank in this regard from time to time. ICICI Bank may require submission/execution of additional documents, in a form and manner acceptable to it, before permitting the use of OFCC System or with respect to transactions/ activities done/sought to be done through OFCC System.
3. Upon availing the OFCC System offered by ICICI Bank, the Customer acknowledges to have read and understood and hereby agrees and accepts the respective terms and conditions governing the OFCC System and agrees to abide by the same. Further, the Customer hereby declares that the particulars, documents and information provided by the Customer to ICICI Bank are true, correct, complete and up-to-date in all respects.
4. These Terms and Conditions together with the terms and conditions applicable to Corporate Internet Banking available on the website (https://www.icicibank.com/managed-assets/docs/terms-condition/CIB_tnc.pdf) forms the contract between the Customer using the banking services (including but not limited to, the OFCC System) and ICICI Bank. By applying for and accessing the OFCC System, the Customer acknowledges and accepts these Terms and Conditions. If there is any inconsistency between the terms and conditions applicable to Corporate Internet Banking and these Terms and Conditions, these Terms and Conditions will supersede and apply to the extent of such inconsistency. These Terms and Conditions would be in addition to and not in derogation of the terms and conditions relating to any account that the Customer has with ICICI Bank.
5. ICICI Bank while opening an account for the Customer opens the same under a customer ID. The Customer agrees that the account number specified hereinabove or such account number that would get allotted pursuant to the request for opening of the account, shall be used to identify the Customer’s ID and the account linking for Corporate Internet Banking would be carried out on the basis of such customer ID. In the event, at any point in time, a customer ID has accounts other than the above referred accounts linked to it, then the authorized user/ viewer shall be provided access to all such accounts and the Customer hereby agrees to such access.
6. The Online Forward Contract Confirmation (“OFC Confirmation”) would be deemed to be executed by the Customer when it is accepted in the manner prescribed by ICICI Bank on OFCC System.
7. The Customer agrees and confirms that ICICI Bank shall send notification of OFC Confirmations to the Customer at the e-mail address provided by the Authorized User/Viewer of the Customer to ICICI Bank from time to time (the “E-mail address”). The Customer agrees that any change in the E-mail address shall become effective only after 5 (five) business days of acceptance of such information by ICICI Bank.
8. Upon receipt of the aforesaid notification, the Customer shall convey its execution of the OFC Confirmation to ICICI Bank in the manner prescribed by ICICI Bank, at the earliest.
9. Without prejudice to anything mentioned herein, Customer understands that ICICI Bank reserves the right to require manual execution of any of the Confirmations, at any time or

require execution of any Confirmation in such other form and manner as specified by ICICI Bank from time to time, and the Customer agrees to complete such execution of Confirmations as required by ICICI Bank as above.

10. The Customer agrees, at its own expense, to indemnify, defend and hold harmless ICICI Bank, its directors and employees, representatives, agents, and its affiliates against any claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents, and affiliates is based on or arises in connection with the user of the OFCC System through iTreasury Services with reference to:

- a violation of these Terms and Conditions;
- Any deletions, additions, insertions or alterations to, or any unauthorized use of, the OFCC System by the Customer
- Any misrepresentation or breach of representation or warranty made by the Customer contained herein; or
- Any breach of any covenant or obligation to be performed by the Customer hereunder.

The Customer agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

11. The Customer hereby agrees that under all circumstances, ICICI Bank's aggregate liability for claims relating to the OFCC System, whether for breach or in tort including but not limited to negligence shall be limited to the transaction charges/fees or consideration paid by the Customer within the previous twelve (12) months for the OFCC System, excluding any amount paid towards transactions. However in case, the OFCC System are offered without eliciting any transaction charges/ fees from the Customer, then the maximum aggregate liability of ICICI Bank with respect to any claims relating to the OFCC System, whether for breach or in tort including but not limited to negligence, shall be limited to INR 1000 (Rupees One Thousand) only.

12. The Customer shall not assign or make available the OFCC System to any person without ICICI Bank's prior written permission. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under these Terms and Conditions. ICICI Bank may transfer or assign its rights and obligations under these Terms and Conditions to any third party.

13. These Terms and Conditions constitute ICICI Bank's entire agreement and shall supersede and replace any previously made proposals, arrangement, representations, understandings and agreements, express or implied, either oral or in writing between the Customer and ICICI Bank while applying for the OFCC System. The Customer acknowledges that it has not relied on any representation made by ICICI Bank or any of its employees or agents and has made its own independent assessment for the various channels made available to the Customer. No third party will have any rights or claims under these Terms and Conditions.