



## Application Form for Subscription to ICICI Bank's Online Forward Contract Confirmation System

Date :

Customer Name : M/S. \_\_\_\_\_

Registered Office Address: \_\_\_\_\_  
(For Individuals/Partnership/Proprietorship/ Companies/Foreign Institutional Investors)

CIB Corporate ID (for existing CIB clients): \_\_\_\_\_

Current Account No: \_\_\_\_\_

Communication Address: \_\_\_\_\_  
\_\_\_\_\_

Fax. : \_\_\_\_\_ Tel.: \_\_\_\_\_

E-mail. ID: \_\_\_\_\_

Access Type: View Access / Online Acceptance

### Applicant Details:

Details of Authorized User(s)/ Viewer(s) of the Customer: (Please fill in BLOCK LETTERS)

| Name of Authorised User's <sup>1</sup> / Viewer(s) <sup>2</sup> | Email ID <sup>3</sup> | Signature of the Authorised s' User's/ Viewer(s) <sup>1</sup> |
|---|-----------------------|---|
| Mr/ Ms.<br>(Authorized User)                                    |                       |   |
| Mr/ Ms.<br>(Authorized User)                                    |                       |   |

<sup>1</sup> Please fill in the details as per the Board Resolution/Partnership letter/Sole Proprietorship letter dated \_\_\_\_\_, as the case may be. Adequate KYC Checks needs to be conducted for all the Authorized Users. In case the same has not been conducted for any Authorised User(s) as mentioned above for current account opening purposes by ICICI Bank then he/ she needs to fill in the annexure attached along with this Application Form.

<sup>2</sup> Please fill in the details as per the letter for providing access to the Viewer's of the Customer, not authorized by Board Resolution, Partnership letter or Sole Proprietorship letter dated \_\_\_\_\_ as the case may be. Adequate KYC Checks needs to be conducted for all the Viewer's. In case the same has not been conducted for any Viewer's as mentioned above for current account opening purposes by ICICI Bank then he/ she needs to fill in the annexure attached along with this Application Form.

<sup>3</sup> All e-mails and communications from ICICI Bank to the Customer with respect to the Online Forward Contract Confirmation System for transactions done under/ through it shall be addressed to the first Authorised User.

|                     |  |  |
|---------------------|--|--|
| Mr/ Ms.<br>(Viewer) |  |  |
| Mr/ Ms.<br>(Viewer) |  |  |

## Terms and Conditions

1. This Application Form entitles you to use the Online Forward Contract Confirmation System offered by ICICI Bank for confirming the foreign exchange related transactions. Availability of the Online Forward Contract Confirmation 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 Online Forward Contract Confirmation System or with respect to transactions/ activities done through Online Forward Contract Confirmation System
2. The terms and conditions with respect to Online Forward Contract Confirmation System together with the terms and conditions applicable to Corporate Internet Banking contained in the website <http://ebusiness.icicibank.com/imarkets/common/tocindex.asp> ( together defined as "Terms and Conditions") and the ISDA Agreement/Forward Contract Agreement/Forward Terms and Conditions ("Agreement") forms the contract between the Customer using the banking services, including the Online Forward Contract Confirmation System ("Services") and ICICI Bank. By applying for and accessing the Services offered by ICICI Bank, the Customer acknowledges and accepts these Terms and Conditions. The 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. . The Parties herein agree that the Terms and Conditions and the Agreement entered into between the Parties are to be read together. Notwithstanding anything stated earlier, in the event of any inconsistency between the Terms and Conditions and the Agreement, the Agreement shall prevail. In the event of any inconsistency between the terms and conditions as captured herein and the Corporate Internet Banking terms and conditions, then the former shall prevail.
3. 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.
4. The Online Forward Contract Confirmation would be deemed to be executed by the Customer when it is accepted in the manner prescribed by ICICI Bank through the specified Website. The Parties agree that a Confirmation exchanged in this manner shall be legally binding on them and would constitute a "Confirmation" as referred to in the Agreement.
5. The Customer agrees and confirms that ICICI Bank shall send notification of 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 business days of acceptance of such information by Party B.

6. Upon receipt of the aforesaid notification, the Customer shall convey its execution of the Online Forward Contract Confirmation to ICICI Bank in the manner prescribed at the Website, at the earliest.
7. 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 execution of Confirmations as required by ICICI Bank as above.
8. 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 Service with reference to :
  - a violation of the Terms and Conditions/ Agreement by the Customer;
  - Any deletions, additions, insertions or alterations to, or any unauthorized use of, the Services 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.

The Customer hereby agrees that under all circumstances, ICICI Bank's aggregate liability for claims relating to the Service , 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 Service, excluding any amount paid towards transactions. However in case, the Services are offered without eliciting any transaction charges/ fees from the Customer then the maximum aggregate liability for ICICI Bank with respect to any claims relating to the Service, whether for breach or in tort including but not limited to negligence shall be limited to rupees one thousand.

9. The Client shall not assign the Services to anyone else without ICICI Bank's prior written permission. ICICI Bank may sub-contract and employ agents to carry out any of its obligations under the Terms and Conditions. ICICI Bank may transfer or assign its rights and obligations under the Terms and Conditions to any company in the ICICI Bank Group of companies.

The Terms and Conditions contain ICICI Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Customer and ICICI Bank while applying for the various Services. 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. No third party will have any rights or claims under these terms and conditions.

## DECLARATION

We/I hereby declare that all the particulars and information given by us/me in this Application are true, correct, complete and up-to-date in all respects and we/I have not withheld any information. We/I agree and undertake to provide any further information that ICICI Bank may require and we/I shall immediately inform

ICICI Bank regarding any change in the information, including any change in the Authorized Representative/Signatory, provided by us/me here in this Application. We/I agree and understand that ICICI Bank reserves the right to reject any Application without providing any reason.

Date:

For

Authorised Signatory  
(Rubber seal of company required)

**ANNEXURE**

**SIGNATURES AND PHOTOGRAPHS OF Online Forward Contract Confirmation System Authorized User's and Viewer's (Please sign in Black Ink)**

|   |  |   |  |
|---|--|---|--|
| <p>Stick recent passport size photograph here<br/>(Not reqd. for Govt. Departments)</p> | <div style="border: 1px solid black; width: 150px; height: 40px; margin-bottom: 10px;"></div> <p>Mr./Ms./Dr.<br/>Designation<br/># Existing ICICI Bank Account No.:</p> <div style="border-bottom: 1px solid gray; width: 150px; margin-top: 10px;"></div> | <p>Stick recent passport size photograph here<br/>(Not reqd. for Govt. Departments)</p> | <div style="border: 1px solid black; width: 150px; height: 40px; margin-bottom: 10px;"></div> <p>Mr./Ms./Dr.<br/>Designation<br/># Existing ICICI Bank Account No.:</p> <div style="border-bottom: 1px solid gray; width: 150px; margin-top: 10px;"></div> |
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# If the users do not hold ICICI Bank account , any one of the following documents should be submitted as Identity Proof :

1.Valid Passport 2.Voter's Identity Card 3.Income Tax/Wealth Tax Assessment Order 4. PAN Card/PAN Intimation Letter 5. Driving License 6. Arm's License 7.Pension Book 8.Freedom Fighter's Pass 9.Letter from Existing Banker