
Principal Only Swap

Product Disclosure Statement (“PDS”)

(This Product Disclosure Statement is to be read along with the Terms and Conditions on this website).

Purpose

The purpose of this document is to provide you with key information about various products offered by ICICI Bank. ICICI Bank is providing you with this PDS so that you receive adequate information about Principal Only Swaps (POS). It will help you understand their features, risks, benefits, an illustration of how the product works and assist you in making an informed decision about entering into POS, and also facilitate comparison with other products (please refer to the PDS for key information on those products). Please read this PDS in full, before deciding to enter into a POS.

Components determining the value of a swap

The Swap value would be determined by the prevailing exchange rate, interest rate, tenor and interest rate differential.

Termination

If you wish to terminate the POS before the maturity date, the POS will be terminated at the prevailing market rates. The termination value may either be positive (gain) or negative (loss). The termination value would be a function of the prevailing exchange rate, interest rate, tenor, interest rate differential and discount factors. Currency markets are highly volatile and the prices of the underlying currencies can fluctuate rapidly and over wide ranges, and may reflect unforeseen events or changes in conditions. Thus, fluctuations in the underlying currencies will affect the benefit or cost to you when you terminate a POS. The risks mentioned in this document are not exhaustive. There may be other risks that are relevant to you while entering into a POS.

Costs and fees

Any specific transaction of this nature will be concluded at an all-inclusive price and there would not be any separate costs, fees and charges. The break-up of the all-inclusive price will be provided, as per the extant RBI guidelines. The statutory levies and charges will be recovered separately, as applicable from time to time.

Principal Terms and Other Terms

Please refer to the website for ‘Principal Terms’ and ‘Other Terms’ applicable to the product.

General information

Please refer to the disclaimer at the end of this document.

Please note that all products are also subject to regulatory risks (not limited to change in regulation, product discontinuation by the regulator, etc.)

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Description and Features

A POS is a derivative contract between two parties to exchange principal flows in two different currencies, periodically.

For example:

A Corporate wishing to hedge the exchange rate risk on the principal, may enter into a POS where it would receive the principal in one currency (of loan) and pay the principal in another.

Purpose

The purpose of a POS is to hedge the currency risk of the underlying exposure.

Illustration for USD/INR POS

Parameters:

1. Spot reference: <74.50>
2. Tenor: <5> years
3. Notional: USD <10> Million, INR <745> Million
4. Contract holder pays: <5.50>% in INR, s.a. and pays INR <745> million, at maturity
5. Contract holder receives: 0% in USD, s.a. and receives USD <10> million at maturity.

Pay off Profile/Possible Scenario(s) at settlement for the above illustration

- a) If the Spot is above <74.50> ,

Contract holder receives: USD 0% on USD <10> million

Contract holder pays: INR <5.50>% on the outstanding INR notional, semi-annually

Further, the contract holder will receive USD <10> million and pay INR <745> million at maturity. The same may be used to settle against the underlying exposure.

- b) If the Spot is below <74.50> ,

The contract holder receives: USD 0% on USD <10> million

Contract holder pays: INR <5.50>% on the outstanding INR notional, semi-annually

Further, the contract holder will receive USD <10> million and pay INR <745> million, at maturity. The same may be used to settle against the underlying exposure.

Benefits

- The contract holder is hedged against the currency risk on principal cash flows.

Predominant Risks

- In case of any INR appreciation, the contract holder has already locked into the USD/INR spot rate at the inception of trade. In the above example, if USD/INR moves to <73> , the contract holder has locked his USD principal payments at USD/INR rate of <74.50> ; and would not be able to take advantage of any favourable movement.

Other Risks

- Please refer to the section 'Various Risks associated with the Transaction.'

Alternates

- Can also hedge the currency risk on disbursement of the underlying exposure (initial exchange of principal) as well
- The start date of the swap could be a future date (forward starting swap).

Various risks associated in the transaction:

The Counterparty acknowledges that before entering into Derivative Contracts, it understands the underlying risk of the above-mentioned transaction. The Counterparty acknowledges that derivative transactions are in general, exposed to various types of risks, including but not restricted to the following:

1. Credit Risk: Credit risk is the risk of loss, due to a counterparty's failure to perform on an obligation to the institution. Credit risk in derivative products comes in two forms:

a. Pre-settlement risk: Pre-settlement risk is the risk of loss, due to a counterparty defaulting on a contract during the life of a transaction. The level of exposure varies throughout the life of the contract and the extent of losses will only be known at the time of default

b. Settlement risk: Settlement risk is the risk of loss, due to the counterparty's failure to perform on its obligation after an institution has performed on its obligation under a contract on the settlement date. Settlement risk frequently arises in international transactions because of time zone differences. This risk is only present in transactions that do not involve delivery versus payment and generally exists for a very short time (less than 24 hours).

2. Market Risk: Market risk is the risk of loss, due to adverse changes in the market value (the price) of an instrument or portfolio of instruments. Such exposure occurs with respect to derivative instruments when changes occur in market factors such as underlying interest rates, exchange rates, equity prices, and commodity prices or in the volatility of these factors.

3. Liquidity risk: Liquidity risk is the risk of loss, due to failure of an institution to meet its funding requirements or to execute a transaction at a reasonable price. Institutions involved in derivative activities face two types of liquidity risks: Market Liquidity risk and Funding Liquidity risk.

a. Market Liquidity risk: Market Liquidity risk is the risk that an institution may not be able to exit or offset positions quickly, and in sufficient quantities, at a reasonable price. This inability may be due to inadequate market depth in certain products (e.g. exotic derivatives, long-dated options), market disruption, or inability of the bank to access the market (e.g. credit downgrading of the institution or of a major counterparty)

b. Funding Liquidity risk: Funding Liquidity risk is the potential inability of the institution to meet funding requirements, because of cash flow mismatches, at a reasonable cost. Such funding requirements may arise from cash flow mismatches in swap books, exercise of options, and the implementation of dynamic hedging strategies.

4. Operational risk: Operational risk is the risk of loss, occurring as a result of inadequate systems and control, deficiencies in information systems, human error, or management failure. Derivative activities can pose as a challenging operational risk issue because of the complexity of certain products and their continual evolution.

5. Legal risk: Legal risk is the risk of loss, arising from contracts which are not legally enforceable (e.g. the counterparty does not have the power or authority to enter into a particular type of derivative transaction) or not documented correctly.

6. Regulatory risk: Regulatory risk is the risk of loss, arising from the failure to comply with regulatory or legal requirements.

7. Reputation risk: Reputation risk is the risk of loss, arising from adverse public opinion and damage to reputation.

8. IBOR Discontinuation: If the Counterparty transacts in any derivatives linked to an Interbank Offer Rate (IBOR) such as LIBOR, or any synthetic rate (such as MIFOR) that use an IBOR in its calculation, please note that there is a risk that such IBOR may be discontinued, prior to the maturity of the derivatives contract. There are public consultations by different industry groups, including ISDA for derivatives contracts, to develop contractual fallbacks that will apply in the event of an IBOR discontinuation. A contractual fallback will define the events that will trigger the benchmark fallback and the methodology that will determine the fallback rate. ISDA has consulted on technical issues related to new benchmark fallbacks for derivatives contracts that reference certain IBORs. As and when the benchmark fallbacks are finalised, market participants are expected to incorporate them into the existing derivatives contracts, by way of bilateral amendment or multilateral protocol adherence, to enhance contractual robustness. Please note that application of the benchmark fallbacks may cause a change in value of the existing derivatives contracts. In addition, there is no assurance that the same trigger events and fallback methodologies will be incorporated into cash products (such as bonds, loans or other non-derivative products). Accordingly, you may run basis risks if you are using derivatives contracts to hedge your obligations or investments in cash products (or another financial instrument) that adopt different triggers and fallbacks. The potential mismatches may impact the hedge effectiveness, financial reporting and value of the existing derivatives contracts.

DISCLAIMER

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ICICI Bank, its related companies, their directors and/or employees may have interests or positions in, and may effect transactions in the underlying product(s) mentioned in this document.

Transactions in respect of the products mentioned in this document can be executed only as per the regulatory guidelines of the geography of the proposed execution and other laws and guidelines applicable to such transactions. The Counter Party should note that the sensitivity

analysis and scenario analysis of products would be contained in the Confirmation provided to the Counter Party, in respect of executed transactions.

For any further information in relation to the subject matter of this document, the Counter Party may contact its treasury Relationship Manager.