

## **Terms & Conditions for FX transfers**

1. FX transfers are subject to verification processes. In the event of any delays in the processing of FX transfers on account of such verifications, ICICI Bank Hong Kong Branch (the "Bank") will not be liable or responsible in any manner for the consequences of such a delay, including, without limitation, for losses or damages caused by such a delay.
2. The Bank will not be liable or responsible in any manner for delays in processing by beneficiary banks, including without limitation, for any losses or damages caused by such delay.
3. Payment of transferred funds is subject to the rules and regulations of the country where the payment is to be made. In view of the prevalence of exchange restrictions in some countries, the Bank will not be liable to the extent a payment is not allowed or is restricted in the currency in which the transferred funds are to be sent under any government, regulatory or other restrictions existing in the place of payment or principal financial centre of the relevant currency or in the case of the Euro, the European Union or any of its member countries, at the time the payment instructions are received or are to be carried out. Neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by or as a result of any act or order of any government or government/regulatory agency or the failure of any clearing, settlement or payment system or statute, regulation or any other causes whatsoever.
4. The Bank may take its customary steps for the remittance of funds. In so doing, the Bank shall be free on behalf of the applicant to remit or procure the remitting of funds by mail, telex, cable, SWIFT or any other means as it deems fit and to make use of any correspondent, sub-agent or other agency but in no case will the Bank or any of its correspondents or agents be liable for mutilation, interruptions, omissions, human or mechanical errors or delays occurring in the electronic transmission, wire, cable or mail, or on the part of any postal authority, telegraph, cable or wireless company, or any employee of such authority or through any other cause. The Bank through its correspondents or agents or otherwise may send any message relative to this transfer in explicit language, code or cipher.
5. The Bank reserves the right to refuse to accept any application without assigning any reason whatsoever. The Bank does not process FX transfers being done, either directly or indirectly, on behalf of third party.
6. The Bank shall not be liable for any errors, negligence, defaults, actions, or omissions, whether of itself or its employees or of any correspondent, sub-agent or other agent or of their employees.
7. Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country at the buying rate of the Bank, its correspondents or agents unless the Bank, the payee by arrangement with the paying correspondent or agent obtains payment in some other currency upon paying all charges of the Bank's correspondent or agent in connection therewith.
8. Unless it is otherwise expressly and specifically agreed in writing, the Bank may at its discretion convert into foreign values the funds received from the applicant at the rate as

determined by the Bank at its discretion.

The Bank's statement in writing that it has effected such conversion shall be conclusive evidence thereof.

9. In the event a refund from the Bank of the amount of the transferred funds is desired, such refund shall be made at the Bank's discretion, to or from the applicant, at the prevailing buying rate for the currency in question less all costs, charges, expenses and interest (where applicable), provided that (i) none of the events specified in Clause 11 below have occurred in respect of the currency in question, and (ii) the Bank is in possession of the funds for which the payment instruction was issued, free from any exchange or other restrictions.
10. The Bank shall have no responsibility for or liability to the applicant or any other person whatsoever for any diminution in the value of funds due to taxes or depreciation or for the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, wars, strikes or other causes beyond the Bank's control. In addition, (i) if the currency's country of origin restricts availability, credit or transfers of such funds, the Bank will have no obligation whatsoever to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency and (ii) in the event of any matter related to EMU (European Economy and Monetary Union) (including but not limited to the disbanding of EMU, the withdrawal of one or more participating states from EMU or any change in the composition of participating states) which restricts availability, credit or transfers of the Euro or otherwise makes it impossible or impracticable for the Bank to perform its obligations in respect of Euro funds, the Bank will have no obligation to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency.
11. The applicant consents to the Bank, its officials, employees, correspondents and agents disclosing any information regarding the applicant's particulars, this application, the subject matter thereof and the applicant's accounts and affairs as the Bank shall deem appropriate to third parties for processing transactions or as may be required by law or any regulatory body for the purpose of any investigations relating to the money transfer applied for herein and any transaction connected therewith. The Bank may route transactions through ICICI Bank Limited in India and might be required to disclose information to the regulators and law enforcement agencies in India, if required. For details of the Bank's privacy policy, please refer to the Bank's website at <http://www.icicibank.hk/privacy-policy.page>
12. The Bank reserves the right to levy/revise any charges/ fees along with all applicable taxes from time to time.
13. The Bank reserves the right to add, alter, vary and modify any or all of the above terms and conditions at any time at its discretion without any notice.
14. These terms and conditions are subject to the laws of the Hong Kong and the applicant submits to the non-exclusive jurisdiction of the courts of Hong Kong.
15. The Bank is not responsible for any charges levied by correspondent banks, intermediary banks or the beneficiary bank.

16. Upon entering into a transaction on this platform, I, the applicant confirm the following details with you:
- Depending upon regulations of some countries, certain FX transactions shall have a genuine underlying transaction/ exposure ("underlying") in relation to which the Transaction has to be entered into. The applicant will do the due diligence before entering into such transactions and shall adhere to such regulations ; also the applicant will not enter into any transactions where the amount of the transaction does not and will not exceed the outstanding amount of the underlying;
  - the transaction is and will be for a purpose permitted by the statutory/market regulatory body , from time to time;
  - in entering into the transaction, the applicant will be in full compliance with all applicable regulations issued by the statutory/ market regulatory bodies, as may be applicable;
  - The applicant will do all acts and furnish to the Bank all necessary documents or any other forms in the format prescribed by ICICI Bank in order to ensure compliance with all applicable regulations as and when required;
  - The transaction once confirmed by the applicant cannot be cancelled. The applicant shall hold responsibility of coordinating with the beneficiary bank for any such reversals;
  - the Bank is entitled to reverse/ cancel the transaction (at the cost and expense of the applicant and debit the same from any of the applicant's accounts maintained with the Bank/ hold back profits if any.), if any of the declarations/information or undertakings are found to be untrue or are violated
17. Placing of an instruction/request with ICICI Bank does not guarantee execution of such instruction/request/orders and ICICI Bank shall not be deemed to have received any instruction/order/request electronically transmitted by the applicant until the system generates the advice slip.
18. Any instruction, order, direction, request entered using applicant's CIB User I.D. and Password shall be deemed to be an instruction, order, directive, request received from the applicant or its duly authorized representative/designee's. All instructions, requests, directives, orders, directions, entered by the applicant using applicant's CIB User I.D. and Password shall be deemed to be based upon the applicant's independent decisions and are the sole responsibility of the applicant; the applicant has the competence and power to enter into transactions pursuant to it;
19. The applicant authorizes ICICI Bank to act upon all instructions, orders, directions and requests entered using Applicant's CIB User I.D. and Password without taking any steps to ensure the authenticity of instructions, notwithstanding that such instructions may conflict with or are in any way inconsistent with any other instruction received by ICICI Bank from the applicant.
20. ICICI Bank shall have absolute discretion in determining whether to act on instructions which are or appear to be incomplete or inaccurate or malicious instructions that are or may appear to be altered in the course of transmission. In the event that ICICI Bank

decides for any reason not to act on any instruction ICICI Bank may, but shall not be obliged to notify the applicant stating its reasons for that decision or ICICI Bank may request additional authorization in accordance with the security measures. In the event that the Bank decides not to act on any such Instruction or invokes additional authorization it shall not be liable to the applicant for any loss of whatever nature resulting from such declination or delay.

21. The applicant understands and agrees that all transactions shall be denominated in currencies as permitted by ICICI Bank for dealing through CIB platform
22. The applicant understands and agrees that all request/order/instruction for any transaction shall be given on a Business Day during the Business Hours

The applicant understands and agrees that the transactions carried out after the cash cut off time for that particular currency would be settled on the next business date (taking into account currency and country holidays).

23. The applicant understands and agrees that the quotation of a rate or price by ICICI Bank through this online platform service shall not constitute an offer to enter into a transaction and the same shall be an invitation to offer. The instruction/order/request given by the applicant through this online platform service shall constitute an offer by the applicant to enter into the relevant transaction at the rate or price quoted. The release of an Advice slip through this online platform service or confirmation of deal id generation by the RM/branch to the applicant shall constitute an acceptance by ICICI Bank of such offer and a binding transaction between the applicant and ICICI Bank shall be formed only when an Advice Slip is released by ICICI bank or deal id generation is confirmed by the RM/branch for such transaction.
24. The applicant understands and agrees that the display or printed output that is produced by the applicant at the time of operation of the CIB Website is a record of the operation of the Internet access and shall not be construed as record of the transactions. Record of transactions maintained through computer systems of ICICI Bank shall be conclusive and binding for all purposes.
25. The applicant understands and agrees that prior to issuing any order/instruction/request with respect to a proposed transaction with which the applicant is not familiar with, or involves risks which the applicant cannot assess, it shall be applicant's responsibility to request the required information from ICICI Bank and where necessary request delivery of any relevant documents.
26. The applicant understands and agrees that for the protection of the applicant, and as a tool to correct misunderstandings, ICICI Bank, at its discretion, and without further prior notice to the applicant, may monitor and record any or all telephone conversations or electronic communications between the applicant and ICICI Bank and any of its employees or agents.
27. The applicant warrants that the entry into, delivery and performance by the applicant of the Transactions do not and will not conflict: (i) with any law; (ii) with the constitutional documents of the applicant, if any; or (iii) with any document which is binding upon the applicant or on any of his/her assets and agrees that in entering into the Transaction and performing its obligations pursuant to this online Service, the applicant is in full compliance with all applicable laws, rules and regulations in effect from time to time and

the applicant shall do all acts and furnish to ICICI Bank all required documents in order to ensure compliance with such regulations.

28. The applicant represents and warrants to ICICI Bank that in the event the applicant revokes the authority of an existing Authorized User, changes its user access profile/authorizes a new user the same shall be done only after giving a resolution/mandate in the format prescribed by ICICI Bank to ICICI Bank. Any such change in the Authorized User, shall in no manner affect/alter the applicability of the terms and conditions applicable to online platform and as may be prescribed by ICICI Bank from time to time for availing the online platform to the applicant and the same shall continue to apply. In the event of such change in the Authorized User, the applicant shall immediately notify ICICI Bank to disable the user access, giving ICICI Bank reasonable time to do so.

ICICI Bank shall not be liable for any acts performed by or on behalf of the applicant if the requirements in the preceding paragraph are not adhered to.

29. The following details the disclaimer of warranties

- a. The applicant expressly agrees that use of the platform is at its sole risk. The platform is provided on an "as is" and "as available" basis.
- b. Except as warranted in the Terms and Conditions, ICICI Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the Services.
- c. ICICI Bank does not warrant that access to [www.icicibank.hk](http://www.icicibank.hk) ("CIB Website") and online platform service will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the use of the online platform service or as to the accuracy or reliability of the same. ICICI Bank makes no warranty regarding the Transactions entered into through the Website.
- d. ICICI Bank will not be liable for any virus that may enter the applicant's system as a result of the applicant using the online platform service. ICICI Bank does not guarantee to the applicant or any other third party that the online platform service would be virus free.

30. The applicant shall indemnify and save harmless ICICI Bank, its affiliates, service providers and their successors and assigns ("Indemnified Parties"), against any and all losses, costs, charges, damages, liabilities, claims, actions, penalties, fines, fees, expenses (including attorney's fees and court costs), out of pocket expenses, etc which the Indemnified Parties, may suffer as a result of any breach of the terms and conditions applicable for availing the online platform service or due to any action initiated or threatened that may be initiated against them due to the performance of any of their obligations herein and the Indemnified Parties shall not be liable for any loss suffered by the applicant on account of non execution of any Transaction as requested by the applicant over the phone due to any reason whatsoever.

31. ICICI Bank shall not be responsible for any liability that may arise as a consequence of incomplete/incorrect data or information provided by the applicant to ICICI Bank online or

over the phone and/or any error in the execution of an instruction/request due to such incomplete/incorrect data. The applicant understands and agrees that ICICI Bank shall not be liable for any loss that may be incurred by the applicant due to a third party placing instruction/requests through the online platform service using the applicant's personal identification details. Under no circumstances shall ICICI Bank, its employees, directors, affiliates and third party agents involved in processing, delivering or managing the online platform service, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the online platform service or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the online platform service or any inability of ICICI Bank to receive instructions, directions, orders or other communications from the applicant or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise.

The applicant hereby agrees that under no circumstances, ICICI Bank's aggregate liability for claims relating to the online platform 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 applicant within the previous twelve (12) months for the online platform service, excluding any amount paid towards transactions.

32. ICICI Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the applicant, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of ICICI Bank (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the applicant in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of ICICI Bank's online platform service extended to and/or used by the applicant and/or as a result of any other facilities that may be granted by ICICI Bank to the applicant. ICICI Bank is entitled without any notice to the applicant to settle any indebtedness whatsoever owed by the applicant to ICICI Bank (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the applicant with ICICI Bank notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. ICICI Bank's rights hereunder shall not be affected by the applicant's bankruptcy, death or winding-up. It shall be the applicant's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

In addition to the above mentioned right or any other right which ICICI Bank may at any time be entitled whether by operation of law, contract or otherwise, the applicant authorizes ICICI Bank:

- (a) to combine or consolidate at any time all or any of the accounts and liabilities of the applicant with or to any branch of ICICI Bank; (b) to sell any of the applicant's securities

or properties held by ICICI Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to ICICI Bank from the applicant, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of ICICI Bank.

33. ICICI Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time. ICICI Bank will endeavor to give notice of the same by email or by displaying the amended terms and conditions on the Website or in any manner, it may deem fit, and such amended terms and conditions will thereupon apply to and be binding on the applicant.
34. ICICI Bank shall not be responsible for delays or failures in the performance of its obligations under the online platform services resulting from a force majeure, which renders such performance impossible or illegal. ICICI Bank shall, however, minimize the effects of such failure to the extent reasonably possible and give notice and wherever practicable provide details of the force majeure immediately to the applicant. The term "force majeure" shall include, but is not limited to, such causes beyond the reasonable control of and without the fault or negligence of ICICI Bank as are occasioned by acts of god, fire, floods, strikes, lock-outs, labour disputes, civil commotion, riots, acts of war, terrorism, acts of local government and parliamentary authority, the unavailability of data or information for or to update the service, equipment, communication line, ISDN, internet or telephone link and power failures or power shortages which affect the Bank or the access to and use of the service.
35. ICICI Bank may appoint agents for rendering the online platform Services to the applicants from time to time.
36. The online platform Service is not transferable under any circumstance and shall be used only by the applicant.
37. No failure or delay by ICICI Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of ICICI Bank hereunder are cumulative and not exclusive of any rights or remedies available in law.
38. The applicant shall bear, as applicable, all imposts, duties and taxes (of any description whatsoever) as may be levied from time to time by the government or other authority in respect of or in connection with any other matters under or relating to the online platform Services. The applicant shall also pay all costs, charges, fees, expenses in any way incurred by ICICI Bank, and such stamp duty, other duties, taxes, charges and penalties if and when the applicant/ ICICI Bank is required to pay the same according to the laws for the time being in force. In the event of the applicant failing to pay the monies referred to above, ICICI Bank shall be at liberty (but shall not be obliged) to pay the same. The applicant shall reimburse all sums paid by ICICI Bank in accordance with the provisions contained herein.

All sums payable by the applicant shall be made free of any restriction or condition, free and clear of and (except to the extent required by law) without any deduction or

withholding on account of any tax and without deduction or withholding (except to the extent required by law) on account of any other amount. In the event the applicant is required by law to make any deduction or withholding on account of any such tax or other amount from any sum paid or payable hereunder, the sum payable by the applicant shall, in respect of which the relevant deduction withholding or payment is required, be increased to the extent necessary to ensure that, after the making of that deduction withholding or payment, ICICI Bank receives on the due date and retains (free from any liability in respect of any such deducted withholding or payment) a net sum equal to what it would have received and so retained had no such deduction withholding or payment been required or made.

All sums payable by ICICI Bank shall only be paid after deduction of all applicable taxes or withholdings as per the relevant laws in force at that time and the applicant shall receive only the amounts net of such taxes or deductions.

39. The applicant may request for termination of the online platform Services any time by giving a written notice of at least 30 days to ICICI Bank. ICICI Bank may withdraw or terminate the online platform Services either entirely or partially without assigning any reasons whatsoever. ICICI Bank may suspend or terminate the online platform Services without prior notice if the applicant has breached any of the Terms and Conditions as contained here.

These terms and conditions are in addition to and not in derogation of the Terms and conditions governing the corporate internet banking services of ICICI Bank Limited Hong Kong branch (the "Internet Banking Terms") and the General Terms and Conditions Governing Accounts and Facilities (the "GTC"), as made available to me/ us at the time of account opening and as readily available and updated from time to time on the website of the Bank at [www.icicibank.hk](http://www.icicibank.hk). In the event of any inconsistency between the Internet Banking Terms read with the GTC and these terms and conditions, for the purpose(s) of the services availed hereunder and to the extent of such inconsistency, these terms and conditions shall prevail.

ICICI Bank Limited (incorporated in India, the liability of its members is limited)