

Fax Indemnity Instructions

Date:

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To,
ICICI Bank Ltd., OBU-Seepz Service Centre, IPB OPS-OB
ICICI Bank Towers
Financial District, Plot No 12, Tower-1
South Wing, 6th Floor
NanakRamGuda, Gachibowli
Hyderabad - 500032

Notwithstanding anything to the contrary contained in any other document/agreement, I/ we, the undersigned, hereby request and authorise you to act and rely on any instructions or communications for any purpose (including but not limited to the instructions / communications pertaining to the operation of all my/our accounts or to any other facilities or services that may be provided by you from time to time) which may from time to time be or purport to be given by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication by me/us (including such instructions/communications as may be or purported to be given by those authorised to operate my/our account(s) with you) ("Instructions"). I/We understand and acknowledge that there are inherent risks involved in sending the Instructions to you via telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication and hereby agree and confirm that all risks shall be fully borne by me/us and I/we assume full responsibility for the same, and you will not be liable for any losses or damages including legal fees arising upon your acting, or your failure to act, wholly or in part in accordance with the Instructions so received.

In consideration of you agreeing, subject to the terms and conditions hereunder, to act upon the Instructions as aforesaid, I/we hereby irrevocably agree and undertake:

- a. That you shall be entitled to act or refuse to act as you see fit, without incurring any liability whatsoever to me or to any other person, upon any Instructions for any purpose which may from time to time be or purport to be given by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication by me/us (including such Instructions as may be or purported to be given by those authorised to operate my/our account(s) with you), even if such Instructions or communications are not followed up by written confirmation to you.;
- b. That the Instructions shall be conclusively presumed for your benefit to be duly authorised by and legally binding on us, and we shall be fully responsible for the same. You shall not be responsible to ensure the authenticity, validity or source of any Instructions and shall not be liable if any Instructions turned out to be unauthorised, erroneous or fraudulent.
- c. Not to make any claim against or hold you liable by reason of or on account of you having acted or refused to act on any Instruction or you having acted wrongly or mistakenly or of your failure to act wholly or in part in accordance with the Instructions;
- d. That you shall be entitled (but not obliged) to keep records of our Instructions given or made by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication in such form, physical or electronic, as you may in your sole discretion deem fit, and your records shall be conclusive and binding on me/ us. You shall be entitled to dispose of or destroy any such records at any time as determined by you at your sole discretion;
- e. That you shall be authorised to disclose all instructions as you may deem fit, to your affiliates, counterparties, service providers, and regulators and other authorities or where you are required by law to do so.
- f. That you shall be entitled to require any Instruction in any form to be authenticated by use of any password, identification code or test as may be specified by you from time to time and I/we shall ensure the secrecy and security of such password, code or test and I/we shall be solely responsible for any improper use of the same;
- g. That, notwithstanding the above, you may, under circumstances determined by you in your absolute discretion, require from me/us confirmation of any of any Instructions in such form as you may specify before acting on the same; and we shall submit such confirmation to you immediately upon receipt of your request. Pursuant to receipt of Instructions, you shall have the right but not the obligation to act upon such Instruction;
- h. That you shall not be liable to us or any third party for, and that I/we (jointly and severally) shall indemnify you and keep you indemnified from and against all claims either by me or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising, which may be brought or preferred against you or that you may suffer, incur or sustain by reason of or on account of your having so acted whether wrongly or mistakenly or not, or of your failing to act wholly or in part in accordance with the Instructions and the terms of this letter.
- i. That I/we confirm that I/we have the capacity and authority to accept this document and that this document constitutes our valid, legal, effective and enforceable obligation.

j. That this undertaking cum indemnity document shall be governed and construed in accordance with the laws of India and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the courts in Mumbai.

Name of the Main Applicant
SIGNATURE OF MAIN APPLICANT _____

Name of the Second Applicant
SIGNATURE OF SECOND APPLICANT _____

Name of the Third Applicant
SIGNATURE OF THIRD APPLICANT _____

OBU Customer ID:

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