

Trade Online Application Form

Please note: This form is to be used to create/modify access to Trade Online (TOL)

* Mandatory

Section A	BUSINESS DETAILS		
Legal Name of Business*			
CIF Number of Business*			
Section B	AUTHORISED USERS FOR TRADE ONLINE		
1.	Enter your existing Corporate Internet Banking user ID		
	First Name*	Middle Name	Last Name*
	Email Address*		Mobile Number*
	Trade Online access type required *. Initiator Approver		
	➤ To add a new user in Trade Online, please fill the corporate internet banking modification request separately		
2.	Enter your existing Corporate Internet Banking user ID		
	First Name*	Middle Name	Last Name*
	Email Address*		Mobile Number*
	Trade Online Access type required *. Initiator Approver		
	➤ To add a new user in Trade Online, please fill the corporate internet banking modification request separately		
3.	Enter your existing Corporate Internet Banking user ID		
	First Name*	Middle Name	Last Name*
	Email Address*		Mobile Number*
	Trade Online Access type required *. Initiator Approver		
	➤ To add a new user in Trade Online, please fill the corporate internet banking modification request separately		
4.	Enter your existing Corporate Internet Banking user ID		

If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Client must immediately appoint another agent on terms acceptable to ICICI Bank. Failing this, ICICI Bank may appoint another agent for this purpose.

TERMS & CONDITIONS FOR TRADE ONLINE

TERMS & CONDITIONS FOR TRADE ONLINE	4
1 Introduction.....	5
2 Definitions and Interpretation.....	5
3 Scope of Services	7
4 Use of Trade Online	8
5 Instructions	9
6 Payment and Charges	11
7 Changes to the Terms and Conditions.....	11
8 Representation and Warranties	12
9 Liabilities	13
10 Indemnities	15
11 Confidentiality	16
12 Sanctions.....	16
13 Notice	17
14 Term and Termination	17
15 General	19

1 Introduction

- 1.1 These Terms and Conditions apply to Trade Online Services made available to you, the Client and should be read in conjunction with our Business Banking Terms and Conditions or any supplemental terms associated with the services made available to you, including but not limited to our Privacy Policy or Website Terms of Use. These general Terms and Conditions apply to the Trade Online Services utilised by the Client and/or any of its Authorised Users.
- 1.2 Use of Trade Online does not create any obligation for ICICI Bank to provide trade finance services or credit facilities.
- 1.3 Subject to clause 1.4 below, where the Client has entered into a separate trade finance or facility agreement with ICICI Bank (a “**Facility Agreement**”), the execution of trade finance Instruments via Trade Online remains subject to the terms of that Facility Agreement.
- 1.4 Where an Instrument is not subject to a Facility Agreement, it shall be governed by the terms of that relevant Instrument and any other conditions specified by ICICI Bank.
- 1.5 For your own benefit and protection, you should read these Terms and Conditions carefully and retain a copy in a safe place for future reference. If you do not understand any of the Terms and Conditions, please contact us for further information through the contact details on our Website or by visiting any of our Branches.
- 1.6 These Terms and Conditions are also available on our Website, and in our Branches.
- 1.7 ICICI Bank UK PLC (Company No.04663024) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Registration No.223268). It is subject to the laws of England and Wales. Its registered office is One Thomas More Square, London, E1W 1YN. We are a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000.
- 1.8 ICICI Bank UK PLC is a wholly owned subsidiary of ICICI Bank Ltd. ICICI Bank Ltd. Is regulated and authorised to take deposits in India by the Reserve Bank of India.

2 Definitions and Interpretation

2.1 Definitions

“**Authorised User**” means an individual identified in the Trade Online Application form as an authorised user and who is designated by the Client, in

accordance with the relevant board resolution, to access and use Trade Online.

“Branches” means branches of ICICI Bank UK PLC in the United Kingdom.

“Business Day” mean a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general business in London, United Kingdom.

“Client” means the corporate client of ICICI Bank identified as the Business in the Trade Online Application Form.

“Force Majeure Event” means any circumstance not within a party's reasonable control including, but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemics or pandemics; (c) terrorist attacks, civil wars, civil commotion or riots, wars, threat of or preparation for war, armed conflicts, the imposition of sanctions or embargoes; (d) nuclear, chemical or biological contaminations; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) or equipment or software failures, or disruptions to communication networks affecting the provision of goods or Trade Online Services.

“ICICI Bank” means ICICI Bank UK PLC.

“Instruction” means any communication, instruction, order, demand or request to ICICI which is submitted via Trade Online from (or appearing to be from) the Client, its Authorised Users, or its duly authorised representatives.

“Instrument” means any financial or trade-related document, instruction, or mechanism processed through Trade Online, including but not limited to remittances, export bills, import bills, and letters of credit, whether in physical or electronic form, that facilitate trade transactions and payment settlements.

“Trade Online” means ICICI Bank's digital platform that facilitates trade finance transactions and related services as set out in these Terms and Conditions.

“Trade Online Application Form” means the written application form for Trade Online services submitted by the Client to ICICI Bank.

“Trade Online Services” means the trade finance services available through Trade Online from time to time, enabling Clients to instruct ICICI Bank in relation to the trade finance services referred to in these Terms and Conditions.

“Website” means our website www.icicibank.co.uk.

“we”, “us”, and “our” mean ICICI Bank UK PLC.

“you” and “Your” mean the Client.

2.2 Interpretation

- (a) ICICI Bank and the Client are together the “parties” and each a “party”, and a reference to a “party” includes that party's successors and permitted assigns;
- (b) the headings in these Terms and Conditions are for convenience only and shall have no effect on interpretation;
- (c) words in the singular include the plural and vice versa;
- (d) references to laws and regulations include any amendments or updates to those laws;
- (e) reference to a Clause is to a clause of these Terms and Conditions;
- (f) a person means any individual, firm, partnership, joint venture, company, corporation, body corporate, unincorporated body of persons or any state or any agency of a state and includes that person's successors and permitted assignees and transferees;
- (g) references to a ‘writing’ or ‘written’ include any legible, non-transitory form, including, letter, email; and
- (h) any words that follow ‘include’, ‘includes’, ‘including’, or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

3 Scope of Services

Trade Online Services enables clients to electronically submit Instructions to ICICI Bank for the following trade finance services, which ICICI Bank may update from time to time:

- (a) **Remittance via Trade Online:** initiation and authorisation of manual cross-border payments.
- (b) **Export Bill Lodgement:** submission of export-related trade documents for processing and forwarding to the drawee's bank.
- (c) **Import Bill Acceptance and Payment:** review and acceptance of import bills and processing of payments.
- (d) **Letters of Credit Issuance and Amendment:** request for the issuance or amendment of letters of credit.

- (e) **Guarantees:** guarantee issuance and amendment.

4 Use of Trade Online

4.1 Purpose

Trade Online is provided solely for the submission and management of trade transaction Instructions and related services as made available by ICICI Bank from time to time. The Client shall use Trade Online only for its intended purpose and in accordance with these Terms and Conditions.

4.2 Authorised Use and Client Responsibility

- 4.2.1 The Client is responsible for ensuring that only its Authorised Users access and use Trade Online.
- 4.2.2 The Client shall, without limitation, be liable for all actions taken through Trade Online by its Authorised Users and must immediately notify ICICI Bank if an Authorised User's access should be revoked.
- 4.2.3 The Client shall maintain the confidentiality of all login credentials and ensure they are not shared with any unauthorised persons.

4.3 ICICI's Rights and Discretion

ICICI reserves the right, at its sole discretion to:

- (a) approve, suspend, revoke, or limit access to Trade Online, including for security, regulatory, or compliance reasons;
- (b) reject, delay, or request verification of any Instruction submitted via Trade Online;
- (c) modify, withdraw, or suspend any service or functionality available on Trade Online, including for maintenance, system enhancements, or operational requirements; and
- (d) where applicable, notify the Client of suspension or restriction of services.

4.4 System Access and Requirements

- 4.4.1 The Client must have internet access and procure any necessary software or equipment to use Trade Online. ICICI Bank may, from time to time, advise on software requirements but is not obligated to support all versions.
- 4.4.2 The Client is solely responsible for all costs related to internet access, communications, and data transmissions.

4.4.3 The Client acknowledges that the maximum allowable file size for any single upload to Trade Online is 10MB, with a total aggregate upload limit of 60MB.

4.5 Compliance and Restrictions

4.5.1 The Client and all Authorised Users shall comply with (i) all applicable laws, regulations and (ii) ICICI Bank's instructions in connection with the use of Trade Online.

4.5.2 The Client shall not use, or permit use of, Trade Online:

- (a) for any illegal or unauthorised use;
- (b) in a manner that could compromise security or result in fraudulent activity;
- (c) for personal use, except as expressly permitted by ICICI Bank; or
- (d) in any manner that could disrupt Trade Online or any Trade Online Service.

4.6 No Guarantee of Continuous Availability

ICICI Bank

- (a) does not guarantee that Trade Online will be available at all times or without interruption;
- (b) may suspend or withdraw access to Trade Online for any reason, including system maintenance, enhancements, security concerns, or regulatory requirements; and
- (c) shall not be liable for any loss, cost or damage whatsoever and howsoever arising from the suspension or unavailability of Trade Online.

5 Instructions

5.1 Authorisation of Instructions

The Client acknowledges that all Instructions submitted via Trade Online are deemed to be authorised by the Client. ICICI Bank shall be entitled to act on Instructions without further inquiry, subject only to the successful authentication of the Client's credentials as required in accordance with the Business Banking Terms and Conditions .

5.2 ICICI Bank's Discretion to Act or Refuse Instructions

ICICI Bank reserves the right to refuse, delay, or reject any Instruction at its sole discretion if (i) it is unable to determine that it is from the Client, its

Authorised Users, or its duly authorised representatives or (ii) for any other reason ICICI Bank considers appropriate in its sole discretion, including, but not limited to, where it determines that the Instruction:

- (a) appears to be inaccurate or incomplete;
- (b) may violate applicable laws or regulations;
- (c) poses a risk of fraud or non-compliance; or
- (d) requires further explanation or verification before execution,

ICICI Bank may request additional verification or documentation from the Client before acting on any Instruction, and the Client agrees to comply with such requests promptly.

5.3 Client's Responsibility for Instruction Accuracy

The Client is solely responsible for the correctness, accuracy, and completeness of all Instructions submitted to ICICI Bank, and ICICI Bank shall not be liable for any losses, damages, costs or errors resulting from inaccurate or incomplete Instructions. If the Client identifies any errors in the information submitted, the Client shall immediately notify ICICI Bank and ICICI Bank will, at the cost of the Client and without limiting the obligations of the Client in respect of the information submitted, endeavour to correct such errors to the extent possible.

5.4 Reliance on Authentication Methods

ICICI is authorised to rely on any Instruction received through the approved authentication method, without further verification of the authenticity of the individual sending the Instruction. The Client shall be solely responsible for safeguarding the security and confidentiality of such authentication methods and shall bear full responsibility for any Instructions and transactions conducted using their credentials.

5.5 No Obligation to Verify Authenticity Beyond Authentication

ICICI Bank shall not be required to investigate the authenticity of any Instruction sent by the Client, except to the extent necessary to verify the required authentication. The Client understands and agrees that ICICI Bank is entitled to act upon any Instruction received that meets the required authentication, regardless of potential errors or fraud.

5.6 Legal Effect of Electronic Instructions

The Client agrees that any Instruction or request submitted electronically (including via Trade Online, or any other digital means approved by ICICI Bank, excluding fax) shall have the same legal effect as if it were submitted in writing and signed by the Client. The Client shall not challenge the validity or

enforceability of such Instructions on the grounds that they were submitted electronically.

5.7 Submission of Original Documents

The Client shall retain the originals of all uploaded documents and shall courier the same set of documents to ICICI Bank for processing to UK Trade Ops, Second Floor, 1 Thomas More Square, E1W 1YN. The Client shall provide the courier tracking number to ICICI Bank within three (3) Business Days from the date on which ICICI Bank acknowledges receipt of the submitted documents on Trade Online and begins the processing or review of the relevant transaction.

5.8 Processing and Confirmation of Instructions

The Client acknowledges that the processing of any Instruction is subject to the successful receipt of that Instruction by ICICI Bank. The Client cannot assume that ICICI Bank has acted on an Instruction unless and until ICICI Bank confirms the execution of that Instruction. ICICI Bank will notify the Client of any confirmation if requested, but such notification is not required for the Instruction to be binding and legally effective.

6 Payment and Charges

6.1 The Client agrees that all applicable fees, charges and costs related to the use of Trade Online shall be debited from the Client's accounts as maintained by ICICI Bank. Charges for services on the Trade Platform shall be published to the Website and may be updated by ICICI Bank on an annual basis. ICICI Bank reserves the right to waive or reduce charges on a case-by-case basis, subject to internal approvals.

6.2 Unless stated otherwise, all charges shall be exclusive of applicable taxes, including VAT. The Client shall be responsible for paying any applicable taxes unless otherwise specified by ICICI Bank.

6.3 ICICI Bank may, without prior notice, set off any amounts owed by the Client under these Terms and Conditions against any credit balances or deposits held in the Client's accounts with ICICI Bank, including, but not limited to, proceeds from export transactions or any other receivables processed through ICICI Bank in connection with Trade Online.

7 Changes to the Terms and Conditions

7.1 We may, at our discretion, change these Terms and Conditions including our charges due to changes in market conditions, the cost of providing services to you, to rectify errors or omissions, to change the scope of the Trade Online Services, or legal or regulatory requirements affecting us. If we believe any term is not clear, we will modify it to make it simple and clear to understand.

7.2 We will advise you of any such changes covered under Clause 7.1 including changes to charges, which are to your disadvantage, by sending you notice at least one (1) month in advance of the change. If you are dissatisfied with the changes, you will have a right to terminate in accordance with Clause 14.2, otherwise you will be deemed to have accepted the relevant changes by your continued use of Trade Online.

7.3 We will advise you of any changes covered under Clause 7.1, including changes to charges. Which are not to your disadvantage, by notifying you within one (1) month of making such a change.

8 Representation and Warranties

The Client warrants and represents that:

- (a) it has full power and authority to enter into and perform its obligations under these Terms and Conditions, has taken all necessary actions, including obtaining any required internal approvals, to authorise the execution, delivery, and performance of these Terms and Conditions;
- (b) the execution, delivery, and performance of these Terms and Conditions and any Trade Online Service will not violate or conflict with any applicable laws, regulations, its constitutional documents, or any order or judgment of any court or governmental agency;
- (c) all information provided by the Client, including but not limited to information in the Trade Online Application Form, is true, accurate, complete, and up-to-date in all material respects;
- (d) any document uploaded to Trade Online by or on behalf of the Client has been duly approved by an authorised signatory of the Client and is a true and verified copy of the original document;
- (e) the number of documents to be entered and approved through Trade Online will be identical to the number of the corresponding original documents to be physically submitted to ICICI Bank, and that ICICI Bank shall not be responsible for any discrepancies;
- (f) any transaction(s) relating to the documents uploaded on Trade Online are bona fide, have been priced in accordance with acceptable industry standards, and that reasonable due diligence has been conducted to ensure there has been no over or under shipment of goods and/or services relating to those transactions;
- (g) there are no pending or threatened actions, suits, or proceedings that could materially affect the legality, validity, or enforceability of these Terms and Conditions or the Client's ability to perform its obligations hereunder;

- (h) the execution and performance of these Terms and Conditions will not infringe upon any third-party rights, and the Client has obtained all necessary consents or approvals to perform under these Terms and Conditions;
- (i) the Client enters into these Terms and Conditions in the normal course of its business and is not a consumer as defined by Section 12 of the Unfair Contract Terms Act 1977;
- (j) the Trade Online Services are provided on an "as is" and "as available" basis, with all implied warranties excluded to the fullest extent permitted by law, except as expressly provided in these Terms and Conditions; and
- (k) the Client acknowledges that Trade Online may be subject to delays, interruptions, errors, or other issues arising from the use of the internet or public electronic communications networks, and (without prejudice to any other provision of these Terms and Conditions excluding or limiting the liability of the ICICI Bank) ICICI Bank shall not be liable for any such issues.

The above representations and warranties are deemed to be made by you by reference to the facts and circumstances then existing on the date of each Instruction.

9 Liabilities

9.1 Client's Liability

The Client's liability for Trade Finance Instructions executed via Trade Online shall be subject to these Terms and Conditions and, where applicable, the terms of any Facility Agreement entered into with ICICI Bank. Nothing in these Terms and Conditions shall limit or reduce any indemnities or obligations the Client has, to ICICI Bank, under a Facility Agreement.

9.2 Exclusion of Liability

Without prejudice to any other provision of these Terms and Conditions excluding or limiting the liability of the ICICI Bank, neither ICICI Bank, its employees, directors and/or third-party agents, shall be liable for:

- (a) indirect or consequential loss or damage, including but not limited to loss, costs of profit, data, goodwill, business interruption, or anticipated savings;
- (b) losses, costs or damages arising from unauthorised access to Trade Online due to compromised Client credentials or failure to protect login details;

- (c) any inaccuracies, errors, delays, or omissions in the transmission of any data, information, messages or Instructions;
- (d) non-performance or interruption in services due to circumstances beyond ICICI Bank's reasonable control, including, but not limited to, Force Majeure Events;
- (e) any failure to act on Instructions received;
- (f) loss of profits, business, corruption of data, goodwill, or pure economic loss, whether foreseeable or not, and regardless of whether ICICI Bank was aware that such losses could occur; or
- (g) any other direct, indirect, incidental, special, or consequential losses, costs or damages or any losses, costs or damages whatsoever arising out of or in connection with Trade Online and any Trade Online Service.

9.3 Exclusion of Warranties and Implied Terms

Unless otherwise stated in these Terms and Conditions, all warranties, conditions, and other terms concerning Trade Online Services and related materials, which might otherwise be implied hereunder, are excluded to the fullest extent permitted by law.

9.4 Limitations on Liability

9.4.1 Subject to clause 9.2 above (and without prejudice to any other provision of these Terms and Conditions, or any applicable Facility Agreement or terms governing the relevant Instrument, excluding or limiting the liability of ICICI Bank), the total aggregate liability of ICICI Bank, arising from the performance of these Terms and Conditions, use of Trade Online, or otherwise in connection with Trade Online Services (including in respect of negligence) in any 12-month period shall not exceed the greater of the aggregate of the charges actually paid by the Client in the relevant period.

9.4.2 Without prejudice to any provision of these Terms and Conditions excluding or limiting ICICI Bank's liability, any liability of ICICI Bank arising under or in connection with these Terms and Conditions, use of Trade Online, or otherwise in connection with Trade Online Services (including in respect of negligence) shall be limited to the amount of actual loss which has been suffered. In no event shall ICICI Bank be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not ICICI Bank has been advised of the possibility of such loss or damages.

9.5 Non-Excluded Liabilities

Nothing in these Terms and Conditions will exclude or limit ICICI Bank's liability to the extent it cannot be excluded or limited under applicable law,

including liability for death or personal injury caused by ICICI Bank's negligence or for fraud or fraudulent misrepresentation, or liability under the Financial Services and Markets Act 2000 or associated regulations.

10 Indemnities

10.1 The Client agrees to indemnify and hold harmless ICICI Bank, its directors, employees, agents, and affiliates against any and all losses, costs, claims, demands, obligations, liabilities, damages, and expenses, including legal fees, whether actual or contingent, present or future, joint or several, indirect or consequential, and whether or not subject to the giving of notice and arising directly or indirectly from the following:

- (a) ICICI Bank issuing or acting in connection with any Instrument or Instruction;
- (b) any fraudulent, inaccurate, or unauthorised instructions provided by or on behalf of the Client by any of its, Authorised Users, personnel, employees, agents, or representatives, including any misuse of Trade Online;
- (c) any unauthorised use of Trade Online or the Trade Online Services by the Client or its, Authorised Users, personnel, agents, or third parties;
- (d) any errors, omissions, or inaccuracies in Instructions from the Client or on its behalf, including any errors in the quality or transmission of such Instructions;
- (e) the Client's failure to maintain the confidentiality of any access credentials, including Client passwords and IDs, and any unauthorised access to Trade Online resulting from the breach of this obligation;
- (f) any claims, suits, actions, or other proceedings brought by a third party based on the Client's use of Trade Online, including but not limited to violations of these Terms and Conditions, unauthorised alterations or deletions of Trade Online Services, misrepresentation, or breach of obligations by the Client;
- (g) the submission of invalid, improper, or unauthentic documentation or Instructions in connection with Trade Online and Trade Online Services; or
- (h) any failure of the Client or its Authorised Users to comply with these Terms and Conditions.

10.2 Without prejudice to any other provision of these Terms and Conditions excluding or limiting the liability of the ICICI Bank, in the event of any legal action or claim against us, the Client agrees to reimburse ICICI Bank for all costs and expenses incurred by ICICI Bank, including but not limited to legal fees, administrative costs, and any third-party costs associated with defending

or resolving such legal actions or claims.

- 10.3** The Client indemnifies ICICI Bank for any costs, losses, or damages incurred due to reliance on instructions sent through these methods, which may be subject to tampering, delay, or inaccuracies.
- 10.4** The Client agrees that the indemnity provided herein shall include, but not be limited to, liability for direct and indirect losses, costs legal fees, damages, fines, taxes, duties, and any other financial consequences of the Client's failure to comply with its obligations under these Terms and Conditions.
- 10.5** The Client's obligation to indemnify ICICI Bank shall be independent of any other liabilities or obligations under these Terms and Conditions and shall survive and continue even after the termination of these Terms and Conditions.

11 Confidentiality

- 11.1** The Client agrees to maintain the confidentiality of any and all information disclosed by ICICI Bank, whether tangible or intangible, related to the Trade Online Services. The Customer shall ensure that Authorised Users also comply with this obligation and shall not disclose such information to third parties or use it except as permitted by these Terms and Conditions.
- 11.2** ICICI Bank will take reasonable steps to ensure that any information regarding the Client's business is kept confidential. However, the Client agrees that such information may be disclosed by ICICI Bank to:
- (a) ICICI Bank affiliates or members of the ICICI Bank's group; or
 - (b) third parties, including service providers and regulators, where necessary to provide services or comply with legal or regulatory obligations.
- 11.3** These confidentiality obligations do not apply to information that becomes public without breach, was already known by the receiving party, is lawfully obtained from a third party, or is independently developed.

12 Sanctions

The Client acknowledges and agrees that it shall comply with all trade or economic sanctions and the Client shall not itself and shall procure that no Authorised User shall, make an Instruction that would cause ICICI Bank, ICICI Bank's affiliates, the Client, or the Client's affiliates to breach any sanctions laws and regulations administered, enforced or imposed by the United Nations, European Union, United Kingdom or United States (including extraterritorial sanctions) to which they are subject and that are applicable to ICICI Bank, ICICI Bank's affiliates, the Client, the Client's affiliates, any Instrument or any Trade Online Service.

13 Notice

- 13.1 If you need to contact us in relation to any Trade Online enquiries, please direct any questions to uk.trade@icicibank.com.
- 13.2 For any complaints related to Trade Online or services provided by ICICI Bank, the Client must use the contact details specified in the Business Banking Terms and Conditions; complaints submitted to any other contact, including the above mentioned Trade Online enquiry email, may not be acknowledged or processed.
- 13.3 We may use any contact details you have provided us with, including your postal address, telephone number and email address, for any notice or other communication we may make to you. Any writ, summons or other process may be served upon you by posting the same to you. However, we may serve process upon you by any other means permitted by law.

14 Term and Termination

- 14.1 These Terms and Conditions will continue in full force until terminated as provided in this Clause.
- 14.2 Trade Online Services may be terminated by the Client by giving a written notice of at least twenty (20) Business Days. The termination of the Trade Online Services shall be without prejudice to the execution of all outstanding Instructions. ICICI Bank shall be entitled to receive all the fees and other amounts becoming due up to the date of such termination and, if later, the execution of any outstanding Instructions. ICICI Bank shall be entitled to deduct any amount payable by the Client to ICICI Bank from any amounts ICICI Bank may have to remit to the Client at the time of termination of the Trade Online Services or, if later, the execution of any outstanding Instructions.
- 14.3 ICICI Bank reserves the right to interrupt, suspend or terminate, at any time, without specifying any reason, the access of the Client to Trade Online and will use reasonable endeavours to give the Client appropriate notice without assigning any reason and without being liable for any loss, damage or cost of any nature whatsoever to the Client or any other person.
- 14.4 Access to Trade Online may be immediately terminated by ICICIC Bank upon, or at any time after, the occurrence of any of the following events, which shall constitute an event of default (each an **Event of Default**):
- (a) Failure by the Client to initiate, when due, any payment which is required to be initiated and if such failure is not rectified on or before the third Business Day after the notice of such failure is given to the Client;
 - (b) Failure by the Client to comply with or perform any obligation specified under these Terms and Conditions and if such failure is capable of

remedy is not rectified on or before the twentieth (20th) Business Day after the earlier of (i) notice of such failure is given to the Client and (ii) the Client becoming aware of the failure to comply;

- (c) Any representation made or deemed to have been made by the Client proves to be incorrect or misleading in any material respect when made or deemed to have been made;
- (d) The occurrence of any other termination event as may be communicated by ICICI Bank to the Client from time to time.
- (e) The Client:
 - (i) having a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - (ii) becoming insolvent or being unable to pay its debts or failing or providing in writing its inability to pay the debts as they become due;
 - (iii) making a general assignment, arrangement or composition with or for the benefit of the creditors;
 - (iv) instituting or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting the rights of the creditors or a petition presented for its winding-up or liquidation and in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition results in a judgement of insolvency or bankruptcy or the entry of an order for relief or making of an order for its winding-up or liquidation or is not dismissed, discharged, stayed or restrained in each case within twenty (20) Business Days of the institution or presentation thereof;
 - (v) seeking or becoming subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official in respect of all or substantially all of its assets or undertakings; or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Client, or notice of an intention to appoint an administrator is given by the Client or its directors or a by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986) (any analogous procedure or step is taken in any jurisdiction);
 - (vi) having a secured party take possession of all or substantially all of its assets or having a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on

or against all or substantially all of its assets and such secured party maintains possession or any such process is not dismissed, discharged, stayed or restrained in each case within twenty (20) Business Days thereafter;

- (vii) using Trade Online for or in connection with any purpose which may be unlawful;
- (viii) making any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt;
- (ix) causing or being made subject to any event which, under the applicable laws of any jurisdiction, has a similar effect to any of the events specified in Paragraphs (i) to (viii) above (inclusive); or
- (x) taking any action in furtherance of or indicating its consent to, approval of or acquiescence in any of the foregoing acts.

14.5 On and at any time after the occurrence of an Event of Default, ICICI Bank may declare that cash cover in respect of any outstanding is immediately due and payable, whereupon it shall become immediately due and payable.

14.6 The accrued rights of the parties as at termination, or the continuation after termination of any provision that is intended to apply after termination, will not be affected or prejudiced.

14.7 For the avoidance of doubt nothing will affect the obligations of either party under any agreement made with respect to any Instrument using the Trade Online Services which shall continue in effect according to its terms.

15 General

15.1 Force Majeure

Without prejudice to any other provision of these Terms and Conditions excluding or limiting the liability of ICICI Bank, ICICI Bank shall not be liable for any delay, interruption, or failure to perform its obligations under these Terms and Conditions or in respect of any transaction contemplated by these Terms and Conditions if such delay or failure is caused by a Force Majeure Event. For as long as a Force Majeure Event or its effects persist, and for a reasonable period thereafter, ICICI Bank shall not be considered in default of its obligations. Furthermore, ICICI Bank shall not be liable for any claims or actions arising from its inability to perform due to a Force Majeure Event.

15.2 Survival of Obligations

The obligations of the Client under clause 10 (*Indemnities*) 11 (*Confidentiality*), 13 (*Notice*) and 15.1 (*Force Majeure*) under these Terms and

Conditions shall survive the termination of these Terms and Conditions and remain binding on the Client to the extent necessary to give effect to the intent of those Terms and Conditions.

15.3 No Waiver

No failure or delay by the Bank in exercising any right, power, or remedy under these Terms and Conditions shall operate as a waiver of that right. Any partial or single exercise of a right, power, or remedy by the Bank does not preclude further exercise of that or any other right.

15.4 Severability

If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

15.5 Assignment and Transfer

The Client may not assign or transfer any of its rights or obligations without the prior written consent of ICICI Bank. ICICI Bank may assign, transfer, or subcontract any of its rights or obligations under these Terms and Conditions, at its discretion.

15.6 Contract (Rights of Third Parties) Act 1999

The parties do not intend any term of the Terms and Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms and Conditions.

15.7 Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties regarding the subject matter and supersede all previous negotiations, proposals, or agreements, whether oral or written.

15.8 Applicable Law and Jurisdiction

- (a) These Terms and Conditions shall be governed by English law, and any dispute between you and us will be subject to the exclusive jurisdiction of the courts of England and Wales.
- (b) Notwithstanding paragraph (a) above, we shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction.