

Mode of Operation

I/We authorize the Bank to rely upon the mode of operation instructions as provided in EAF for the purpose of operation of account in ICICI Bank, IBU GIFT City branch.

FATCA/CRS Declaration:

Under penalty of perjury, I certify that:

- a. The applicant is (i) an applicant taxable as a US person under the laws of the United States of America ("U.S.") or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the U.S., (ii) an estate the income of which is subject to U.S. federal income tax regardless of the source thereof. (This clause is applicable only if the account holder is identified as a US person) or
- b. The applicant is taxable as a tax resident under the laws of country outside India. (This clause is applicable only if the account holder is a tax resident outside of India).
- c. I/We understand that the Bank is relying on this information for the purpose of determining my/our status in compliance with FATCA/CRS. The Bank is not able to offer any tax advice on FATCA/CRS or its impact. I shall seek advice from professional tax advisor for any tax questions.
- d. I agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.
- e. I agree that as may be required by domestic regulators/tax authorities the Bank may also be required to report reportable details to CBDT (Central Board of Direct Taxes) or close or suspend my/our account.
- f. I certify that I have provided the information on this form to the best of my knowledge and belief and the certification is true, correct, and complete including the taxpayer identification number / Functional equivalent number of the applicant. I am further aware that as per the Union Budget,2023 a penalty equivalent to an amount of INR 5,000 per account holder shall be levied for furnishing inaccurate statement of financial transaction owing to false or inaccurate self-certification submitted by me/us under FATCA/CRS.

Politically Exposed Persons (PEPs): Politically Exposed Persons" (PEPs) are individuals who have been entrusted with prominent public functions by any country, including the heads of States or Governments, senior politicians, senior government or judicial or military officers, senior executives of state-owned corporations and important political party officials.

"International Organisation PEP" means a person who is or has been entrusted with prominent function by an international organisation. Explanation: This may include members of Senior Management or individuals who have been entrusted with equivalent functions, i.e., directors, deputy directors and members of the board or equivalent functionaries. An international organisation includes any organisation set up either by the governments of more than one country or by international organisation(s).

Nomination for Account

I have been explained about the benefits of the nomination facility in the NRI Savings account and I authorize the Bank to rely upon the nomination instruction for nomination as provided in EAF.

Applicants Signature

I have read and understood the declaration governing the above products and confirm the details provided to

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Name : Primary Applicant

Joint Applicant 1

Joint Applicant 2

Name of Bank Official authorizing opening of the account		Employee No:		Signature of Bank Official	
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Notwithstanding anything to the contrary contained in any other document/agreement, I, the undersigned, hereby request and authorize the Bank ("you") to act and rely on any Communications (as

Declaration cum Omnibus Indemnity Relating To Instructions Given By Fax, Telephone, E-Mail and Other Forms of Electronic Communication

defined hereinafter) or instructions given by me for all purposes. I understand and acknowledge the risks involved in sending the Communications to you via telephone, e-mail or any other form of electronic communication and hereby agree that all risks shall be fully borne by me and you will not be liable for any losses or damages arising upon your acting, or your failure to act, wholly or in part in accordance with the Communications. In consideration of you agreeing, subject to the terms and conditions hereunder, to act upon the Communications, I hereby irrevocably agree and undertake:

- a. That I have the power and capacity (including legal) to execute this declaration cum indemnity document in your favour;
- b. 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 or communications for any purpose (including but not limited to the instructions/communications pertaining to the operation of all my accounts and/or any other facilities including credit facilities and/or services and/or products that may be provided by you from time-to-time) which may from time-to-time be or purport to be given by me by telephone, facsimile, untested telexes and faxes, telegraph, e-mail, cable or any other form of electronic communication (including such instructions as may be or purported to be given by those authorized to operate my account(s) with you) ("Communications"), even if such instructions or communications are not followed up by written confirmation to you;
- c. to confirm my telephonic Communications by email/ fax immediately after having given such instructions and in any event within 24 hours, failing which you will be entitled (but not obliged) to reverse or not to act on my telephonic Communications;
- d. that you are not required to verify the identity of the person giving instructions or make any independent investigation of the authority given to such person, or to verify the genuineness of any signatures which in your opinion appears to be my signature or that of any person authorized by me to operate my account(s) with you;
- e. not to make any claim against you by reason of or on account of you having so acted or you having acted wrongly or mistakenly or of your failure to act wholly or in part in accordance with the instructions;
- f. that you shall be entitled (but not obliged) to keep records of my Communications given or made by the electronic communication made by e-mail, telephone, facsimile or any other form of electronic communication in such form, physical or electronic, as you may deem fit, and your records shall be conclusive and binding on me. You shall be entitled to dispose of or destroy any such records at any time as determined by you at your sole discretion;
- g. 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 shall ensure the secrecy and security of such password, code or test and I shall be solely responsible for any improper use of the same;
- h. that it is my sole responsibility to inform you immediately upon my return to India for permanent residence or change of my current residential status to permanent residence in India. Neither you nor your employee shall be liable for consequences of any incomplete/incorrect data or information provided by me to you in relation to my change in residential status;
- i. that, notwithstanding the above, you may, under circumstances determined by you in your sole discretion, require from me confirmation of any Communications in such form as you may specify before acting on the same;
- j. to jointly and severally 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) 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 Communications and the terms of this letter;
- k. that if at any time I no longer want you to rely on Communications given via e-mail, telephone, facsimile, untested telexes faxes, telegraph, cable or any other form of electronic communication, I may contact my relationship manager and revoke the same by submitting the necessary revocation declaration in the form and manner required by you;
- l. that neither you nor your employee(s) shall be liable for consequences of any incomplete /incorrect data or information provided by me, or anyone purporting to be me, to your employee(s) via Phone Banking Facility and/or any error in the execution of a transaction due to such incomplete/incorrect data; and
- m. that this letter shall be governed and construed in accordance with the laws of the India and I hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Gujarat, or any other courts having jurisdiction over GIFT City, Gandhinagar, in the event of any dispute hereunder.

I/We acknowledge and agree that this omnibus indemnity constitutes legal, valid and binding obligations on me and is enforceable in relation to any and all facilities/ products/ services, etc. offered by ICICI Bank Limited, IFSC Banking Unit, GIFT City, Gandhinagar, Gujarat – 382355 to me/us.

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Name : Primary Applicant

Joint Applicant 1

Joint Applicant 2