

Internet E-mails, Telephone and Fax Agreement (the "Agreement")

ICICI office address and postal code
(branches use a stamp, domicile/transit only)

Client CIF No.

In this Agreement, "I", "me" and "my" mean the undersigned corporation, partnership, association, sole proprietorship or individual.

In exchange for ICICI Bank Canada ("ICICI") accepting instructions and information in accordance with this Agreement, I agree as follows:

1. Authorized instruction by email, telephone and fax. I authorize ICICI to accept instructions from me by email, telephone or fax:

- (a) To transfer funds between any of my accounts;
- (b) To transfer from any account in my name to any individual, firm or corporation;
- (c) To deal in any manner with GICs, treasury-bills, banker's acceptances or government of Canada bonds held in or to be purchased for my account;
- (d) To issue stop payment orders;
- (e) Relating to foreign exchange transactions; or
- (f) Relating to transactions in connection with any credit arrangement between ICICI and me.

I understand that ICICI reserves the right, but does not have an obligation, to first obtain verbal or written confirmation before executing any such instructions.

2. Use of e-mail:

- (a) **Transactions by e-mail:** I agree that ICICI will be under no obligation to accept or act upon any e-mail instruction to process transactions unless such e-mail meets the internal requirements of ICICI.
- (b) **Communications by e-mail:** If I use e-mail to communicate with ICICI, I authorize ICICI to reply to me by e-mail. This includes sending my confidential information to me at my request. If I am an individual, ICICI will not be required to act upon instructions sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications. If I am a corporation, partnership, or unincorporated association, ICICI will not be required to act upon instructions sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications, that bears both my name (company name) as well as the name of my authorized signatory (individual name) and that otherwise meet the format, identification and other requirements of ICICI as established from time to time.

3. Risks of using cellular phones and e-mail: I understand that cell phones and e-mail are not secure means of communication and that ICICI does not use encryption or digital signatures for incoming or outgoing e-mail. I also understand that ICICI recommends that customers not use phones or e-mail for any confidential purposes or share their Internet access with others. If I nonetheless choose to do so, I assume full responsibility for the risks of doing so. These risks include the possibility that:

- Someone could intercept, read, retransmit or alter messages;
- E-mail messages could be lost, delivered late, or not received;
- Someone could send unauthorized e-mails under my name or e-mail identity;
- Computer viruses could spread by e-mail causing damage to computers, software or data. ICICI therefore recommends that all customers use up-to-date virus- checking software.

- 4. Acting on instructions:** ICICI may act on telephone, fax and e-mail instructions from, or purporting to be from me or any e-mail address as if I had given ICICI such instructions or information in writing, until ICICI has received written notice to the contrary. In this Agreement, the term "Communications" means any telephone, fax or e-mail instructions or information from, or purporting to be from, me or my email address.
- 5. Validity of Communications:** All my Communications that ICICI accepts and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, they did not come from me, were not properly understood by ICICI (except for ICICI'S gross negligence or willful misconduct) or were different from any of my previous or later Communications. Communications will only be valid at the ICICI office at which they are received. If I need to send Communications to more than one ICICI office, I will send separate Communications to each of them.
- 6. Doubts as to my Communications:** ICICI does not have to act upon any Communications if it is unsure whether they are accurate or are really from me, or if ICICI does not understand them.
- 7. ICICI'S liability:** ICICI will not be responsible for any costs or damages that I may incur due to ICICI's acting or failing to act upon my Communications (except for ICICI's gross negligence or willful misconduct). In the event of ICICI's gross negligence or willful misconduct, ICICI's liability will be limited to the amount of fees that I have paid to ICICI in the last six (6) months in respect of the account for which instructions were provided. ICICI will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.
- 8. Indemnity Clause:** I will indemnify and save ICICI harmless from any claims and expenses that ICICI incurs (other than those due ICICI's gross negligence or willful misconduct), including among other things all legal fees and expenses, arising from ICICI acting, or declining to act, on any of my Communications given under this Agreement.
- 9. Corporations, Partnerships and Associations:** If I am a corporation, partnership or association, ICICI may only accept my Communications when they are from, or purport to be from, my signing office(s) who is/are authorized to sign in accordance with my General Banking Resolution, signing authorities and the terms of this Agreement. If I am a corporation, I confirm that I have obtained all necessary approvals to enter into this Agreement.
- 10. General:**
 - (a) **Business Hours:** Subject to this Agreement, ICICI will only act on my Communications during the usual business hours of the ICICI office at which they are received on the earliest banking day possible.
 - (b) **Monitoring facilities:** ICICI will use reasonable efforts to monitor its communications facilities to determine if it has received instructions or information from its customers. Since ICICI's ability to act on my Communications depends on the normal functioning of various communication facilities, ICICI is not liable for any delay or failure to receive my Communications.
 - (c) **Admissibility:** If it wishes, ICICI may enter any photocopy, computer- generated copy, reproduction, tape recording or transcript of tape recording that ICICI has of my Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.
 - (d) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
 - (e) **Conflict:** In the event of any conflict between the terms of this Agreement and the terms of the Account Terms and Conditions, Direct Banking Terms and Conditions, Cardholder Agreement Disclosure Statement or any other agreement governing the relationship between ICICI and me from time to time (collectively, the "Account Terms"), the Account Terms shall apply and take precedence.
- 11. Quebec only:** I hereby confirm the express wish that this Agreement and any related documents be drawn up in English only and declare that I am satisfied therewith. Je confirme ma volonté de voir la présente convention et les documents s'y rattachant rédigés en langue anglaise seulement et m'en déclare satisfait(e)

Dated this _____ day of _____, _____

For Corporations, Partnership, Association and Other Business Entities except Sole Proprietor	
Name of the Business	
1. Name and title of the authorization individual: Email Address:	Date: (dd,mm,yyyy) Signature:
2. Name and title of the authorized individual: Email Address:	Date: (dd,mm,yyyy) Signature:
3. Name and title of the authorized individual: Email Address:	Date: (dd,mm,yyyy) Signature:
4. Name and title of the authorized individual: Email Address:	Date: (dd,mm,yyyy) Signature:
Proprietorship	
1. Name of the customer: Email Address:	Date: (dd,mm,yyyy): Signature:
2. Name of the customer: Email Address:	Date: (dd,mm,yyyy) Signature:
For Witnesses to the Agreement	
1. Name of the Witness: Email Address:	Date: (dd,mm,yyyy) Signature:
2. Name of the Witness: Email Address:	Date: (dd,mm,yyyy) Signature:
For ICICI Bank Canada use	
Verified by: Name and Employee number:	Date: (dd,mm,yyyy) Signature:
Checked by: Name and Employee number:	Date: (dd,mm,yyyy) Signature:
Service Request (SR) Number	SR _____

If the customer is a corporation, partnership or association, any e-mail addresses designated above must be related to the person or persons who are authorized signatories under the customer's General banking Resolution (corporation), Agreement Respecting Partnership Accounts or Banking Resolution for Unincorporated Associations.