

Terms and Conditions

I/We hereby irrevocably authorize and instruct YES BANK (without affecting YES BANK's any other legal right / remedies including but not limited to right of general lien and set off) as follows:

1. To adjust/ set off the proceeds of the aforesaid FCNR Deposits realized on the date of maturity or by way of premature refund of the FCNR Deposit(s) at the absolute discretion of YES BANK with the amount due to YES BANK and the balance left over, if any, be refunded to me/us.
2. That the aforesaid FCNR Deposit may be liquidated prematurely at the sole discretion of YES BANK without any reference to me/us.
3. To appropriate interest (at YES BANK's discretion) on the above FCNR Deposit account to the Facility without any reference to me/us.
4. To cover the FCNR Deposits towards discharging all amounts due under the said Facility and other amounts whatsoever due from me/us and YES BANK is further authorised to appropriate and adjust the proceeds of the FCNR Deposit toward the said Facility and any other account/amount due by me/us in any capacity to YES BANK.
5. I/We am/are aware that notwithstanding anything herein before mentioned, YES BANK shall not be bound to allow or to continue the said Facility or other facilities or accommodation of any kind or to any extent or for any time further than YES BANK shall in its absolute discretion deem fit to do, and
6. That the FCNR Deposit(s) may be renewed for such period and on such terms as may be decided by YES BANK and to treat this letter as a continuing authority and instructions as mentioned above for the renewed FCNR Deposit also to cover the Facility.

In pursuance of the above I/We hereby undertake and confirm that –

1. This contract has been booked against FCNR Deposits. The underlying Transaction is in strict conformity with the current Exchange Control Regulations and has not been covered with any other AD.
2. The exposure exists to the extent of the Contract amount and shall produce the contract in original for your endorsement, if not already submitted prior to the booking.
3. I/We shall take delivery of the said contract ON MATURITY and it will be our responsibility to effect delivery or to request YES BANK for cancellation, as the case may be on and before the maturity date of the contract.
4. The said Facility shall be governed by the terms and conditions as agreed by and between YES BANK and me/us.
5. The entire funds in any of the aforesaid FCNR Accounts are and shall always be free from any charges, liens or encumbrances, of any nature whatsoever.
6. The instructions for set off as mentioned hereinabove and the authority hereby conferred upon YES BANK are irrevocable.
7. There are no legal or regulatory restriction on me/us for issue of these instructions.
8. YES BANK, as the AD having booked the Forward Contract at our request, will have the option to (a) accept or give early delivery, (b) cancel the contract or, (c) deliver on the due date.
9. PRP is a combined product comprising of FCNR deposit and Forward contract hence either cannot be cancelled singly
10. In the case I/We request for cancellation of FCNR deposit along with forward Contract, we authorize YES BANK to recover from / pay to us the difference between the contracted and the cancellation rates on the date of cancellation as follows:
 - a. Before maturity – at the forward TT rates
 - b. On maturity- at YES BANK's spot selling/buying rates in case of purchase and sale contracts respectively AND the same shall be applicable even if the contract becomes overdue or impossible to perform due to any reason
 - c. If and when an extension/ roll over is sought by us, the Forward Contract shall be CANCELLED at the above said rate.
 - d. YES BANK shall recover / pay SWAP difference, if any, if early delivery is accepted. While YES BANK has the discretion to recover the SWAP costs front or back ended, the SWAP gains, if any would be paid to me/ us only at the end of the SWAP period. The difference between the original contracted rate at the cancelled would be paid to/ recovered from me/ us while such cancellation is done
 - e. Additional pre-payment charges as applicable apart from the above said rate
11. On maturity – at YES BANK's spot selling/buying rates in case of purchase and sale contracts respectively AND the same shall be applicable even if the contract becomes overdue or impossible to perform due to any reason.
12. If and when an extension/roll over is sought by us, the Forward Contract shall be CANCELLED at the above said rate.
13. YES BANK shall recover/pay SWAP difference, if any, if early delivery is accepted. While YES BANK has the discretion to recover the swap costs front or back ended, the SWAP gains, if any would be paid to me/us only at the end of the Swap period. The difference between the original contracted rate at the cancelled would be paid to/recovered from me/us while such cancellation is done.
14. Notwithstanding anything contained herein above, this Forward Contract and my/our obligations there under are governed by the Indian Laws and subject to FEDAI Guidelines and Reserve Bank of India guidelines as in effect from time to time.
15. The maturity of the hedge does not exceed maturity of underlying transaction.
16. I/We also understand that any amount falling due in respect of the Transaction shall be treated a "Debt" due by the me/us to YES BANK (including "Debt" within the meaning of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993), and YES BANK shall have all the rights for recovery the debt as available under any applicable Law in force including the rights available under the Indian Contract Act and Recovery of Debts Due to Banks and Financial Institutions Act, 1993.
17. Disclosure – I/We agree and understand it is a pre-condition of entering into this Transaction by YES BANK that in case I/We commit default in payment of the amounts due to YES BANK under the Transactions, YES BANK and/or Reserve Bank of India, will have an unqualified right to disclose or publish our name as defaulter in such manner and through such medium as the YES BANK or Reserve Bank of India in their absolute discretion may think fit.

Further, I/We also understand that as a pre-condition for entering into this Transaction by YES BANK, YES BANK requires our consent for the disclosure by the YES BANK of information and data relating to me/us, of the facility availed of / to be availed by me/us, obligations assumed / to be assumed by me/us in relation thereto and default, if any, committed by us, in discharge thereof.

Accordingly, I/We hereby agree and give consent for the disclosure by the YES BANK of all or any such:

- (a) Information and data relating to me/us.
- (b) The information or data relating to any credit facility availed of / to be availed, by me/us and
- (c) Default, if any, committed by us, in discharge of our such obligation, as YES BANK may deem

appropriate and necessary to disclose and furnish to other Banks or Financial Institutions or Credit Information Bureau (India) Limited.

The following additional terms and conditions will also apply:

1. **Inclusion of FX Transaction and Currency Option Transaction:**
The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc. (the "FX Definitions") will be incorporated into the Confirmation if the Transaction is an FX Transaction or a Currency Option Transaction.
2. **Representation and Warranties of Customer'**
 - (i) It is entering into this Transaction solely for the purpose of hedging its exposure and understands that it is specifically to reduce or extinguish an existing identified risk on ongoing basis during the life of the Transaction.
 - (ii) It is a sophisticated Financial Market participant and understands the above Terms and Conditions and is entering such a Transaction for hedging its interest / currency exposures.
 - (iii) The size and tenor of this Transaction is not in excess of the its underlying exposure.
 - (iv) It has an underlying exposure in conformity with the Regulatory guidelines for undertaking this transaction.
 - (v) It follows prudent accounting and disclosure norms and is capable of ascertaining the mark to market position of these products on an on-going basis and understands the pricing mechanism.
 - (vi) It understands the terms of this Transaction and is capable of fulfilling its obligations under the Transaction.
 - (vii) This letter shall be absolutely binding upon me and my heirs, executors, liquidators, trustees, administrators / successors and any other party lawfully acting on my behalf or claiming under me.
3. **Non-Reliance**
It is acting for its own account, and it has made its own independent decision to enter into this Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon the advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of YES BANK as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of this Transactions shall not be considered to be investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from YES BANK shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
4. **Assessment and Understanding**
It is capable of assessing by itself (on its own behalf or through independent professional advice) the merits and understands and accepts the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.
5. **Risk Management**
It has entered into this Transaction for the purpose of hedging its assets or liabilities or in connection with a line of business, and not for the purpose of speculation.
6. **Events of Default**
The following are events of default (each, an "Event of Default"):
 - (i) We do not or fail perform or comply with any of our obligations or terms and conditions under this application form, or
 - (ii) any representation, warranty or statement made or deemed to be made or repeated pursuant to this application form or in any notice, certificate or statement referred to herein or delivered hereunder is or proved to be incorrect or misleading in any manner, or
 - (iii) if any event occurs or any circumstance arises which, in YES BANK's sole opinion, gives reasonable ground for believing that the we may not be able to perform or comply with any one or more of the obligations hereunder, or in the event of any change in the applicable laws, it becomes unlawful for us to continue its obligations hereunder which opinion shall be binding on us, or
 - (iv) Cross default to other material agreements and our other indebtedness.
 If any Event of Default has occurred, then at any time thereafter YES BANK shall be entitled to terminate or suspend the Transaction with immediate effect. Thereafter, we shall forthwith upon our demand repay all outstanding, if any, under the Transaction to YES BANK and/or pay to YES BANK such amount equals to the total contingent or future liabilities under the Transaction.
7. **No Agency**
It is entering into this Transaction and each transaction on principal and not as agent of any person
8. **Jurisdiction**
Any disputed arising out of the present Transaction shall be subject to the exclusive jurisdiction of the Courts / Tribunals or other appropriate forum in New Delhi/Mumbai¹, India only. This shall not however limit the rights of YES BANK to take proceedings in any other Court of Competent Jurisdiction.

Name and Signatures of the authorized signatories (Customer) Signature 1st Applicant

Name of the customer (1st Applicant) Signature 2nd Applicant

Name of the customer (2nd Applicant) Signature 3rd Applicant

1. Delete whichever is not applicable.

(Applicable only for Existing NRI customers)

TERMS AND CONDITIONS FOR INSTRUCTIONS TO BE GIVEN BY FAX, TELEPHONE AND OTHER FORMS OF ELECTRONIC COMMUNICATIONS

To,

YES Bank Limited

Not with standing anything to the contrary contained in any other document/agreement, I/we, the undersigned, hereby request and authorize 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 authorized 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 here under, to act upon the Instructions as aforesaid, I/we here by irrevocably agree and undertake:

1. 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 authorized to operate my/our account (s)with you),even if such Instructions or Communications are not followed up by written confirmation to you.
2. That the Instructions shall be conclusively presumed for your benefit to be duly authorized by and legally binding on us, and we shall be fully responsible for the same.
3. 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 unauthorized, erroneous or fraudulent.
4. 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 deemfit, and your records shall be conclusive and binding on me/us.
5. You shall be entitled to dispose of or destroy any such records at any time as determined by you at your sole discretion; that you shall be authorized to disclose all instructions as you may deem fit, to your affiliates, counter parties, service providers, regulators and other authorities or where you are required by law to do so.
6. 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.
7. 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.
8. Pursuant to receipt of Instructions, you shall have the right but not the obligation to act up on such Instruction.
9. Such other terms as provided under www.yesbank.in

1st Applicant Account No:

2nd Applicant Account No:

3rd Applicant Account No:

Name of the 1st Applicant

Signature 1st Applicant

Name of the 2nd Applicant

Signature 2nd Applicant

Name of the 3rd Applicant

Signature 3rd Applicant